

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting -  
Board of Trustees Planning and Operations Committee, Teaching and Learning Committee,  
Resources Committee, Governance Committee, Facilities Committee  
August 3, 2010 – 6:00 p.m. – Multipurpose Room, RCC Innovative Learning Center,  
Stokoe Elementary School, 4501 Ambs Drive, Riverside, California 92505

AGENDA

CALL TO ORDER

Pledge of Allegiance

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a “REQUEST TO ADDRESS THE BOARD OF TRUSTEES” card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less.

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact the Chancellor’s Office at (951) 222-8801 as far in advance of the meeting as possible.

Any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the RCCD District Chancellor’s Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

I. Comments from the Public

II. Chancellor’s Reports

- A. Communications  
- Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.  
**Information Only**

III. Board Committee Reports

A. Planning and Operations Committee

1. Adoption of California Environmental Quality Act (CEQA) Guidelines  
- Committee to review the CEQA Guidelines developed to assist public agencies in processing environmental documents.  
**Recommended Action: To be Determined**
2. 2012-2016 Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals  
- Committee to review these plans and proposals required annually by the California Community College Chancellor’s Office.  
**Recommended Action: To be Determined**

3. Riverside City College Parking Structure – Agreement with Higginson + Cartozian Architects, Inc.  
- Committee to review an agreement to provide increased protection for the public’s safety.  
**Recommended Action: To be Determined**
4. Measure C Bond – Funding Distribution  
- Committee to review the distribution of Measure C funding by project for each of the three colleges and the District.  
**Recommended Action: To be Determined**

B. Teaching and Learning Committee

1. Riverside City College Revised Mission Statement  
- Committee to review the revised mission statement reflecting minor language changes.  
**Recommended Action: To be Determined**
2. Proposed Curricular Changes  
- Committee to review proposed curricular changes for inclusion in the catalog and in the schedule of class offerings.  
**Recommended Action: To be Determined**
3. Subcontract Agreement with Cal State Fullerton Auxiliary Services  
- Committee to review an agreement for the District to serve as the host administrative agent for Tri-Tech Small Business Development Center.  
**Recommended Action: To be Determined**
4. Grant Agreement with Foundation for California Community Colleges  
- Committee to review a grant agreement to provide funding, fiscal management, and accountability for the District’s Child Development Careers WORKS! Program.  
**Recommended Action: To be Determined**
5. Agreement with the County of Riverside Fire Department  
- Committee to review the renewal of an existing agreement for fire technology training and education.  
**Recommended Action: To be Determined**
6. Riverside City College Follow-Up Report to Accrediting Commission for Community and Junior Colleges  
- Committee to review the report due to the commission by October 15, 2010.  
**Recommended Action: To be Determined**

7. Moreno Valley College Follow-Up Report to Accrediting Commission for Community and Junior Colleges
    - Committee to review the report, which includes the College's Integrated Strategic Plan, due to the commission by October 15, 2010.**Recommended Action: To be Determined**
  8. RCCD Multi-Campus Student Enrollment
    - Committee to review the report examining student enrollment patterns.**Information Only**
- C. Resources Committee
1. Economic Development Move from March Education Center to Corona – Relocation/Remodel
    - Committee to review the recommended budget associated with relocating and remodeling the new space for Economic Development and associated operations.**Recommended Action: To be Determined**
  2. Moreno Valley College Nursing Portables
    - Committee to review the recommended budget associated with moving the District's Nursing Program housed in leased classroom and office space at March Education Center, part of the former March Air Force Base, to Moreno Valley College.**Recommended Action: To be Determined**
- D. Governance Committee
1. Revised and New Board Policies – First Reading
    - Committee to review Board Policy and Administrative Procedure 2015 and Board Policies 5410, 5420, and 7200.**Recommended Action: To be Determined**
- E. Facilities Committee
1. Citrus Belt Savings and Loan Gallery
    - Committee to consider an amendment to the agreement with LPA Architects for additional design and cost estimating services for the project.**Recommended Action: To be Determined**
  2. Amendment No. 2 to Agreement with AVR P Studios – Riverside Aquatics Complex
    - Committee to consider an amendment for additional design and engineering services for the complex.**Recommended Action: To be Determined**

3. Wheelock Gymnasium, Seismic Retrofit
  - Committee to consider agreements with Inland Inspections and Consulting for on-site Division of State Architect required Inspector of Record services and District specialty and quality control inspections and River City Testing for Division of State Architect special inspection and testing laboratory services for the project.

**Recommended Action: To be Determined**

IV. Closed Session

- Pursuant to Government Code Section 54956.9(a), conference with legal counsel; existing litigation: Kasle vs. Riverside Community College District.

**Recommended Action: To be Determined**

V. Adjournment



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-1

Date: August 17, 2010

Subject: Adoption of California Environmental Quality Act (CEQA) Guidelines

Background: Public agencies are required to adopt implementation procedures for administering their responsibilities under California Environmental Quality Act (CEQA). These procedures include provisions indicating how an agency such as Riverside Community College District will process environmental documents. Some provisions include adequacy of comments, time periods for review, lists of permits that are ministerial actions, and projects that are considered categorically exempt. An agency's adopted procedures are a public document (14 CCR Section 15022).

Under California law, each public agency must adopt local implementation guidelines, which can be specific to the agency ("local guidelines"), to establish objectives, criteria, and specific procedures for administering its responsibilities under CEQA.

Staff requests the Board of Trustees adopt the 2010 State California Environmental Quality Act Guidelines (California Code of Regulations Title 14, Section 15000 et seq.) as the District's Local California Environmental Quality Act Guidelines for reference. For the Board's review and consideration, Exhibit I (attached) provides brief information regarding CEQA.

Recommended Action: It is recommended that the Board of Trustees adopt the 2010 State California Environmental Quality Act Guidelines as the District's Local Environmental Quality Act Guidelines for reference.

Gregory W. Gray  
Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Rick Hernandez  
Director, Capital Planning  
Facilities Planning, Design and Construction

## Exhibit I

### *California Environmental Quality Act (CEQA):*

- The basic goal of the California Environmental Quality Act (CEQA) (Pub. Res. Code §21000 et seq.) is to develop and maintain a high-quality environment now and in the future, while the specific goals of CEQA are for California's public agencies to:
  - 1) identify the significant environmental effects of their actions; and, either
  - 2) avoid those significant environmental effects, where feasible; or
  - 3) mitigate those significant environmental effects, where feasible.
- CEQA applies to "projects" proposed to be undertaken or requiring approval by State and local government agencies.

"Projects" are activities which have the potential to have a physical impact on the environment and may include the enactment of zoning ordinances, the issuance of conditional use permits and the approval of tentative subdivision maps.
- Where a project requires approvals from more than one public agency, CEQA requires ones of these public agencies to serve as the "lead agency."

A "lead agency" must complete the environmental review process required by CEQA. The most basic steps of the environmental review process are:

- 1) Determine if the activity is a "project" subject to CEQA;
- 2) Determine if the "project" is exempt from CEQA;
- 3) Perform an Initial Study to identify the environmental impacts of the project and determine whether the identified impacts are "significant". Based on its findings of "significance", the lead agency prepares one of the following environmental review documents:
  - a) Negative Declaration if it finds no "significant" impacts;
  - b) Mitigated Negative Declaration if it finds "significant" impacts but revises the project to avoid or mitigate those significant impacts;
  - c) Environmental Impact Report (EIR) if it finds "significant" impacts.

While there is no ironclad definition of "significance", the State CEQA Guidelines provides criteria to lead agencies in determining whether a project may have significant effects.

The purpose of an EIR is to provide State and local agencies and the general public with detailed information on the potentially significant environmental effects which a proposed project is likely to have and to list ways which the significant environmental effects may be minimized and indicate alternatives to the project.

### *What are the CEQA State Guidelines?*

The Guidelines are the regulations that explain and interpret the law for both the public agencies required to administer CEQA and for the public generally. They are found in the California Code of Regulations, in Chapter 3 of Title 14. The Guidelines provide objectives, criteria and procedures for the orderly evaluation of projects and the preparation of environmental impact reports, negative declarations, and mitigated negative declarations by public agencies. The fundamental purpose of the Guidelines is to make the CEQA process comprehensible to those who administer it, to those subject to it, and to those for whose benefit it exists. To that end, the Guidelines are more than mere regulations which implement

CEQA as they incorporate and interpret both the statutory mandates of CEQA and the principles advanced by judicial decisions.

*How are the State Guidelines crafted?*

The Governor's Office of Planning and Research prepares and develops proposed amendments to the Guidelines and transmits them to the Secretary for Resources. The Secretary for Resources is responsible for certification and adoption of the Guidelines and amendments thereto. Prior to final certification and adoption, and pursuant to the procedures in the Administrative Procedure Act, the Secretary for Resources makes the proposed language available to members of the public, provides for at least a 45 day written comment period, and provides public hearings in which to receive oral testimony on the proposals. All public comments, whether received in writing or orally at a public hearing, are considered by the Secretary in determining whether to adopt the proposed amendments prepared by the Office of Planning and Research. Once edited and enriched by the practical experience and wisdom of individual public comments, amendments are adopted and sent to the Office of Administrative Law (OAL) for review and final approval. Guidelines approved by OAL are deposited with the Secretary of State and go into immediate effect.

*How often are the State Guidelines amended?*

Revision of the CEQA Guidelines is an on-going process. By statute, the Secretary of Resources is required to review and consider amendments to the Guidelines every two years. Annual changes to CEQA and evolving case law make revision to the Guidelines necessary on a continual basis. By the time one revision is completed, another one begins. Because the subject is so large and complex, a definitive, one-time revision is not possible. The actual process of amending the Guidelines is governed by the Administrative Procedure Act and is the same as that described above in "How are the Guidelines crafted?"

*Who enforces CEQA? What role does the Resources Agency have in enforcement of CEQA?*

CEQA is a self-executing statute. Public agencies are entrusted with compliance with CEQA and its provisions are enforced, as necessary, by the public through litigation and the threat thereof. While the Resources Agency is charged with the adoption of CEQA Guidelines, and may often assist public agencies in the interpretation of CEQA, it is each public agency's duty to determine what is and is not subject to CEQA. As such, the Resources Agency does not review the facts and exercise of discretion by public agencies in individual situations. In sum, the Agency does not enforce CEQA, nor does it review for compliance with CEQA the many state and local agency actions which are subject to CEQA.

*What are the objectives of the CEQA Guidelines?*

- To disclose to decision makers and the public the significant environmental effects of proposed activities.
- To identify ways to avoid or reduce environmental damage.
- To prevent environmental damage by requiring implementation of feasible alternatives or mitigation measures.
- To disclose to the public reasons for agency approval of projects with significant environmental effects.
- To foster interagency coordination in the review of projects.
- To enhance public participation in the planning process.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-2

Date: August 17, 2010

Subject: 2012-2016 Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals

Background: The California Community College Chancellor's Office requires community colleges to submit annually a Five-Year Capital Construction Plan, proposed Initial Project Proposals (IPPs) and Final Project Proposals (FPPs) for review and consideration, once each community college Board of Trustees has considered and approved the plans and proposals.

Provided for the Board's review and approval are the RCCD 2012-2016 Five-Year Capital Construction Plan and the following project proposals (Exhibit I):

Initial Project Proposals:

1. Moreno Valley College – Library Learning Center
2. Norco College – Center for Human Performance and Kinesiology (Phase II)
3. Riverside City College – Student & Workforce Development Services Building

Final Project Proposals:

1. Moreno Valley College – Center for Human Performance
2. Moreno Valley College – Health Science Center
3. Riverside City College – Cosmetology Building
4. Riverside City College – Life Science/Physical Science Reconstruction

Recommended Action: It is recommended that the Board of Trustees approve: the 2012-2016 Five-Year Capital Construction Plan; the Initial Project Proposals: Library Learning Center (Moreno Valley College), Center for Human Performance and Kinesiology – Phase II (Norco College), and Student & Workforce Development Services Building (Riverside City College); and the Final Project Proposals: Center for Human Performance (Moreno Valley College), Health Science Center (Moreno Valley College), Cosmetology Building (Riverside City College), and Life Science/Physical Science Reconstruction (Riverside City College); and authorize the Chancellor and Board of Trustees' President to sign the California Community College Chancellor's Office approval letter (Exhibit II).

Gregory W. Gray  
Chancellor

Prepared by: Monte Perez, President  
Moreno Valley College

Brenda Davis, President  
Norco College

Tom Harris, Acting President  
Riverside City College

Orin L. Williams, Associate Vice Chancellor  
Facilities Planning, Design and Construction

Rick Hernandez, Director, Capital Planning  
Facilities Planning, Design and Construction

Exhibit I

Calif. Comm. Colleges

Five Year Construction Plan

7/28/2010

District Projects Priority Order

Riverside CCD

Page 7

No.	Project	Occupancy	Source	Schedule of Funds						
				2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
	ASF	Total Cost								
1	QUAD BUILDING RECONSTRUCTION 0	2006/2007 \$12,554,000 \$1,177,000	Riverside City College State NonState							
2	NORCO OPERATIONS CENTER (PBX/M 19,081	2011/2012 \$8,835,000	Norco College (C) NonState	\$5,856,000	(E) \$1,872,000					
3	NETWORK OPERATIONS CENTER (NO 1,500	2011/2012 \$3,013,000	Moreno Valley College (C) NonState	\$2,438,000	(E) \$280,000					
4	Industrial Technology, Phase III 2009/2010	\$18,943,000 \$9,675,000	Norco College State NonState							
5	AQUATICS COMPLEX 901	2010/2011 \$10,833,000	Riverside City College NonState							
6	NORCO STUDENT SUCCESS CENTER 14,543	2010/2011 \$17,754,698	Norco College NonState							
7	Wheelock Gymnasium, Seismic Retrofit 5,943	2010/2011 \$9,165,000 \$7,450,000	Riverside City College State NonState							
8	Nursing / Science Building 49,458	2011/2012 \$45,018,000 \$11,822,000	Riverside City College State NonState							
9	PH III-STUDENT ACADEMIC SERVICES 23,450	2012/2013 \$15,138,000 \$4,298,000	Moreno Valley College (C)(E) State NonState	\$14,701,000						
10	RIVERSIDE SCHOOL FOR THE ARTS 59,267	2013/2014 \$47,139,000 \$16,231,000	Riverside City College (C)(E)(P)(W) State NonState				\$47,139,000			\$16,231,000
11	LEARNING GATEWAY BUILDING 4,702	2011/2012 \$29,800,000	Moreno Valley College (C)(E) NonState	\$27,970,000						
12	SCIENCE LABORATORIES REMODEL P 2011/2012	\$3,500,000	Moreno Valley College (C)(E) NonState	\$3,150,000						

**LEGEND**

ASF = Assignable Square Footage  
 P = Preliminary Drawings  
 W = Working Drawings  
 C = Construction  
 E = Equipment  
 \* = District-wide Not Eligible for State Funds

**District Projects Priority Order**

Riverside CCD

No.	Project	Occupancy	Source	Schedule of Funds							
				2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	
13	Center for Human Performance and Ki 39,770	2014/2015	Norco College		(P)(W)	(C)(E)					
		\$20,212,000	State		\$1,279,000	\$18,933,000					
		\$10,637,000	NonState		\$1,280,000	\$9,357,000					
14	HEALTH SCIENCE CENTER 32,707	2016/2017	Moreno Valley College			(P)(W)	(C)(E)				
		\$31,333,000	State			\$1,855,000	\$29,478,000				
		\$5,100,000	NonState			\$1,174,000	\$3,926,000				
15	MARCH DENTAL EDUCATION CENTER 3,512	2012/2013	Moreno Valley College	(W)	(C)(E)						
		\$11,271,000	NonState	\$492,000	\$10,247,000						
16	LIFE SCIENCE/PHYSICAL SCIENCE RE 21,824	2015/2016	Riverside City College			(P)(W)	(C)(E)				
		\$21,483,000	State			\$1,064,000	\$20,419,000				
		\$4,463,000	NonState			\$1,064,000	\$3,399,000				
17	COSMETOLOGY BUILDING 13,888	2015/2016	Riverside City College			(P)(W)	(C)(E)				
		\$16,233,000	State			\$820,000	\$15,413,000				
		\$2,100,000	NonState			\$820,000	\$1,280,000				
18	CENTER FOR HUMAN PERFORMANCE 41,319	2015/2016	Moreno Valley College			(P)(W)	(C)(E)				
		\$23,257,000	State			\$2,027,000	\$21,230,000				
		\$999,000	NonState			\$92,000	\$907,000				
19	STUDENT & WORKFORCE DEVELOPM 35,473	2017/2018	Riverside City College				(P)(W)	(C)(E)			
		\$16,541,000	State				\$1,246,000	\$15,295,000			
		\$36,743,000	NonState				\$2,610,000	\$34,133,000			
20	CENTER FOR HUMAN PERFORMANCE 1,600	2015/2016	Norco College				(P)(W)	(C)(E)			
		\$7,646,000	State				\$631,000	\$7,015,000			
21	SOUTH CORONA ACADEMIC FACILITI 40,442	2017/2018	Norco College					(P)(W)	(C)(E)		
		\$8,000,000	State						\$8,000,000		
		\$10,295,000	NonState					\$1,199,000	\$9,096,000		
22	BEN CLARK PUBLIC SAFETY TRAINING 20,000	2017/2018	Moreno Valley College					(P)(W)	(C)(E)		
		\$13,191,000	State					\$1,441,000	\$11,750,000		
		\$5,190,000	NonState						\$5,190,000		
23	LIBRARY LEARNING CENTER (LLC) 19,525	2017/2018	Moreno Valley College				(P)(W)	(C)(E)			
		\$23,610,000	State				\$1,795,000	\$21,815,000			
24	ADA TRANSITION PLAN & IMPLEMENT 2011/2012		Riverside District Administrative Office*	(P)(W)	(C)(E)						
		\$6,360,000	NonState	\$600,000	\$5,760,000						

**District Projects Priority Order**

Riverside CCD

No.	Project	Occupancy	Source	Schedule of Funds							
				2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	
25	FOOD SERVICES REMODEL 4,000	2010/2011	NonState	Moreno Valley College (C)(E)(P)(W) \$3,503,000							
26	AMPHITHEATER	2012/2013	NonState	Moreno Valley College (C)(P)(W) \$3,000,000							
27	SECONDARY EFFECTS PROJECT (IT P	2012/2013	NonState	Norco College (C)(E)(P)(W) \$16,009,000							
28	BLACK BOX THEATER REMODEL	2011/2012	NonState	Riverside City College (C)(P)(W) \$761,750							
29	MARKET ST PROP-CULINARY ARTS BL 11,945	2013/2014	NonState	Riverside City College (W) (C) \$894,000	\$22,079,000						
30	CITRUS BELT PROJECT	2011/2012	NonState	Riverside District Administrative Office* (C)(E)(P)(W) \$4,000,000							
31	QUAD BASEMENT REMODEL	2013/2014	NonState	Riverside City College (C)(P)(W) \$467,000							
32	RSA PARKING STRUCTURE	2013/2014	NonState	Riverside City College (C)(P)(W) \$5,500,000							
33	TECHNOLOGY A REMODEL	2010/2011	NonState	Riverside City College (C)(P)(W) \$935,000							
34	UTILITY INFRA STUDY	2014/2015	NonState	Riverside District Administrative Office*				(P)(W) \$912,000	(C)(E) \$12,088,000		

Exhibit II



## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

Moreno Valley College ▪ Norco College ▪ Riverside City College

August 17, 2010

THE FOLLOWING IS A TRUE AND EXACT COPY OF AN EXCERPT FROM THE AGENDA AND MINUTES OF THE RIVERSIDE COMMUNITY COLLEGE BOARD OF TRUSTEES MEETING OF AUGUST 17, 2010.

The Initial Project Proposals (IPPs) being submitted are for the following projects:

1. Moreno Valley College – Library Learning Center
2. Norco College – Center for Human Performance and Kinesiology (Phase II)
3. Riverside City College – Student & Workforce Development Services Building

The Final Project Proposals (FPPs) being submitted are for the following projects:

1. Moreno Valley College – Center for Human Performance
2. Moreno Valley College – Health Science Center
3. Riverside City College – Cosmetology Building
4. Riverside City College – Life Science/Physical Science Reconstruction

It was moved, seconded and carried that the Riverside Community College District Board of Trustees approve the 2012 - 2016 Five Year Capital Construction Plan, and the accompanying Final Project Proposals (FPPs) and Initial Project Proposals (IPPs), and authorize the submittal of these documents to the California Community College Chancellor's Office in accordance with Education Code 81820 Et. Seq.

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Gregory W. Gray  
Chancellor  
Riverside Community College District

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Virginia M. Blumenthal  
President  
Board of Trustees

Date: August 17, 2010



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-3

Date: August 17, 2010

Subject: Riverside City College Parking Structure – Agreement with Higginson + Cartozian Architects, Inc.

Background: The construction of the Riverside City College parking structure was completed and occupied during 2006.

Staff is now requesting approval of an agreement with Higginson + Cartozian Architects, Inc. (HCA) to provide architectural design and engineering services for the placement of permanent barriers to deter and prevent falls from the parking structure. Although the structure is in conformance with the existing Official and Public Use Zoning and City of Riverside Conditional Use Permit (CUP 22-701 Revised), staff has determined that additional barriers are necessary for increased protection of the public's health, safety, and general welfare. Attached is the agreement with HCA for the Board's review and consideration which includes reimbursable expenses totaling \$20,300. Funding source: District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement in an amount not to exceed \$20,300 with Higginson + Cartozian Architects, Inc. for architectural engineering services for placement of fall deterrents at the Riverside City College parking structure; and approve the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Tom Harris, Acting President  
Riverside City College

Norm Godin, Vice President, Business Services  
Riverside City College

Orin L. Williams, Associate Vice Chancellor  
Facilities Planning, Design and Construction

Michael J. Stephens, Capital Program Administrator  
Facilities Planning, Design and Construction

ARCHITECTURAL SERVICES AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
And  
HIGGINSON + CARTOZIAN ARCHITECTS, INC.

This AGREEMENT is made and entered into on the 18<sup>th</sup> day of August, 2010, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and HIGGINSON + CARTOZIAN ARCHITECTS, INC., hereinafter referred to as "ARCHITECT". This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the RIVERSIDE CITY COLLEGE PARKING STRUCTURE BARRIER DETERRENTS, hereinafter referred to as "PROJECT", located at 4800 Magnolia Avenue, Riverside, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this Agreement.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

## ARTICLE II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT’s services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, and public utilities.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 *et seq.*

6. The ARCHITECT shall provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.

12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.

13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. The ARCHITECT shall provide historical renovation specialists required for the facade restoration, as directed by the DISTRICT.

16. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources

and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that

each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

25. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

26. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, and others which may have jurisdiction over the PROJECT. The DISTRICT shall

pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

## 27. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT and an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## 28. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.
- f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.
- h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.



i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant change in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all

written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare an AutoCAD file of all as-built conditions at no additional cost.

v. Although not a DSA project, prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be Submitted 10 days prior to the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

## 29. PROJECT Close-Out

a. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record's semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory

Inspections as returned and done on the PROJECT.

b. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (iii) Weighmaster's Certificate (if required by approved drawings And specifications).
- (iv) Verification by the City Inspector that all items noted on any "Field Trip Notes" have been corrected.

### ARTICLE III – ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other service not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### ARTICLE IV – DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the

Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

#### ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:
- a. The DISTRICT may give written approval of an increase of such fixed limit;
  - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.
  - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
  - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget.

#### ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

#### ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

#### ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other

party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination

by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

ARCHITECT shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should ARCHITECT disagree with any audit conducted by District, ARCHITECT shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. ARCHITECT shall not be reimbursed by District for such an audit.

In the event ARCHITECT does not make available its books and financial records at the location where they are normally maintained, ARCHITECT agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

#### ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount not to exceed Twenty Thousand, Three Hundred Dollars (\$20,300) and shall be paid as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design: 10% of estimated Architect Fee.

Design Development: 15% of estimated Architect Fee.

Construction Documents: 45% of estimated Architect Fee, to be paid monthly.  
(Based on actual level of completion.)

Bidding Phase: 3% of estimated Architect fee.



Construction Admin:	25%, to be paid monthly based on actual level of completion. (Based on accepted bid.)
Occupancy Approval Notice:	2% of estimated Architect fee.
TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION	100% of actual Architect Fee (Based on accepted bid.)

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

#### ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be Two Thousand, Five Hundred Dollars (\$2,500), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, or other public agencies.

#### ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape ARCHITECT, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

#### ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and,
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

HIGGINSON + CARTOZIAN  
ARCHITECTS, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

Dave Higginson  
CEO  
1455 Park Avenue  
Redlands, CA 92373

By: \_\_\_\_\_

James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-4

Date: August 17, 2010

Subject: Measure C Bond - Funding Distribution

Background: On February 11, 2010, staff presented to the Board of Trustees a formal Capital Program Executive Summary (CPES) for review and consideration. The CPES was presented as a planning tool to identify appropriations and prioritization of projects, as well as provide a roadmap for future Bond expenditures. The District has been successful in meeting many of its Capital Construction goals. Through use of the Measure C Bond totaling \$350 million, completed projects have allowed the District to provide students with improved classrooms, facilities and campuses which improve the quality of learning and expand academic opportunities and workforce efficiencies.

After meetings with the college presidents and upon review of several factors, including but not limited to; budget allocation model, headcount and full-time equivalent students, leveraged funding, efficiencies, and program development, a recommendation for allocation of Measure C funding was presented to the District Strategic Planning Committee on July 14, 2010. The Committee accepted the recommendation and forwarded their approval to Chancellor Gray. The allocation of Measure C funding is now presented to the Board of Trustees, as well as project lists for each of the three colleges and district, for the Board's review and consideration (Exhibit I, attached). Outlined are the projects preferred by their respective college to move forward using the fixed amount of Measure C funds allocated to each college or District offices.

The Measure C Bond allocation within the District is as follows (based on \$381.1 million inclusive of interest yields and other factors) is outlined as follows:

Moreno Valley College	\$ 69.2 M
Norco College	\$ 66.3 M
Riverside City College	\$ 173.1 M
District	\$ 19.2 M
Centrally Controlled Funds*	\$ 53.3 M

\*\$53.3 M Centrally Controlled Funds to be allocated as follows:

IT Audit Implementation	\$6 M
ADA Compliance	\$6.3 M
Infrastructure	\$7 M
Program Reserve	\$24 M
Program Contingency	\$10 M

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-4

Date: August 17, 2010

Subject: Measure C Bond - Funding Distribution (continued)

Recommended Action: It is recommended that the Board of Trustees approve the allocated Measure C funds assigned as follows: Moreno Valley College - \$69.2 million; Norco College - \$66.3 million; Riverside City College - \$173.1 million; District - \$19.2 million; Centrally Controlled Funds - \$53.3 million, allocated with \$6.3 million for ADA Transition Plan, \$6 million for IT Infrastructure, \$7 million for Utility Infrastructure, \$24 million for Program Reserve and \$10 million for Program Contingency; as well as approve the recommended prioritization of projects based on the District Office's and each College's preferred list approved by the District Strategic Planning Committee.

Gregory W. Gray  
Chancellor

Prepared by: Monte Perez, President  
Moreno Valley College

Brenda Davis, President  
Norco College

Tom Harris, Acting President  
Riverside City College

Orin L. Williams, Associate Vice Chancellor  
Facilities Planning, Design and Construction



Exhibit I

# Riverside Community College District CAPITAL FACILITIES PROGRAM



## *Recommended Approval of Measure C Fund Distribution*

*Dr. Gregory W. Gray - Chancellor*

*Orin Williams - Associate Vice Chancellor  
Facilities Planning, Design & Construction*

***Board Planning & Operations Committee***  
*August 3, 2010*



*Local Bond Funds* \$350,000,000

*Plus Interest/ Other Income* \$31,758,859

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*Total Measure C Funds* \$381,758,859

*Less Central Funds* \$53,000,000

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*Available for Distribution* \$328,758,859

*Less Encumbered Funds* \$159,900,000

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*Future Fund Allocation* \$168,885,859

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# Overview

*Current Capital Program* \$1,215,001,620

*Unfunded Capital Liability* \$387,350,624



	<i>Encumbered</i>	<i>Future</i>
<i>Moreno Valley College</i>	\$14.2M	\$55 M
<i>Norco College</i>	\$41.3M	\$25M
<i>Riverside City College</i>	\$101M	\$72.1M
<i>District Offices</i>	\$3.2M	\$16M
<i>Centrally Controlled</i>		\$53M

# *Distribution*

## *Leveraged Funds*

<i>Moreno Valley College</i>	\$17 M
<i>Norco College</i>	\$19 M
<i>Riverside City College</i>	\$144 M



• <i>Long Range Master Plans</i>	\$1,400,000
• <i>District 'Bridge' Space</i>	\$1,200,000
• <i>MLK Renovation</i>	\$1,000,000
• <i>District 'Swing' Space</i>	\$4,200,000
• <i>Wheelock Artificial Field</i>	\$4,500,000
• <i>Student Parking Structure</i>	\$21,000,000
• <i>RCCD Systems Office Purchase</i>	\$2,600,000
• <i>Quadrangle Modernization</i>	\$8,900,000
• <i>District Network System Upgrades</i>	\$1,200,000

**COMPLETED PROJECTS**  
*(Shown in Measure C Dollars Only)*



• <i>Stokoe Learning Center</i>	<i>\$7,700,000</i>
• <i>Scheduled Maintenance Match</i>	<i>\$3,500,000</i>
• <i>Modular Redistribution Projects</i>	<i>\$4,500,000</i>
• <i>Industrial Technology Facility</i>	<i>\$10,100,000</i>
• <i>Food Service Remodels (RCC &amp; MVC)</i>	<i>\$4,600,000</i>
• <i>Student Support Center</i>	<i>\$17,755,000</i>
• <i>Artificial Soccer Field Complex</i>	<i>\$4,600,000</i>
• <i>Certificates of Participation Refunding</i>	<i>\$12,500,000</i>
• <i>GO Bond Issuance Expenditures</i>	<i>\$4,900,000</i>

*Continued*  
**COMPLETED PROJECTS**  
*(Shown in Measure C Dollars Only)*



• <i>District Phone/Voicemail Upgrades</i>	<i>\$350,000</i>
• <i>Room Renovations</i>	<i>\$100,000</i>
• <i>ECS – Secondary Effects/Building Upgrade</i>	<i>\$920,000</i>
• <i>Emergency Phones/PBX Building Projects</i>	<i>\$810,000</i>
• <i>Hot Water Loop/Boiler Replacement</i>	<i>\$870,000</i>
• <i>IT Infrastructure Upgrade</i>	<i>\$480,000</i>
• <i>Utility Retrofit (NORESCO)</i>	<i>\$6,200,000</i>
• <i>Bradshaw Electrical (Emergency)</i>	<i>\$370,000</i>
• <i>Safety/Site Improvements (MVC &amp; NC)</i>	<i>\$2,600,000</i>

*Continued*  
**COMPLETED PROJECTS**  
*(Shown in Measure C Dollars Only)*



• <i>Network Operations Center</i>	\$3,013,357
• <i>Learning Gateway Building</i>	\$29,800,000
• <i>Student Academic Services (III)</i>	\$4,297,730
• <i>Science Laboratory Renovation</i>	\$3,500,000
• <i>Ben Clark Training Center</i>	\$5,190,000
• <i>Health Science Center</i>	\$5,196,000
<hr/>	
• <i>March Dental Education Center</i>	\$10,271,000
• <i>Amphitheater</i>	\$3,000,000
• <i>Future Projects – Feasibility/Planning</i>	\$400,000
• <i>Center for Human Performance</i>	\$24,300,000

*(Shown in Measure C Dollars Only)*

# Moreno Valley College

## CURRENT PROJECTS



- *Network Operations/M&O Facility*      \$8,835,000
  - *Secondary Effects Project*      \$16,009,000
- 
- *Southern Corona Center*      \$10,295,000
  - *Human Performance & Kinesiology*      \$8,322,000

*(Shown in Measure C Dollars Only)*

# Norco College CURRENT PROJECTS



• <i>Nursing/Science Building</i>	\$15,672,000
• <i>Aquatic Center</i>	\$5,000,000
• <i>Wheelock Gym Seismic Retrofit</i>	\$8,445,000
• <i>Riverside School for the Arts</i>	\$4,876,000
• <i>Culinary Arts Academy (w/ D.O.)</i>	\$12,000,000
• <i>Life/Physical Science Renovation</i>	\$4,462,000
• <i>Quad Basement Remodel</i>	\$470,000
• <i>Black Box Theatre Remodel</i>	\$760,000
• <i>Tech Building A Remodel</i>	\$940,000
• <i>Cosmetology Building</i>	\$2,100,000
• <i>Wheelock Stadium Renovation</i>	\$8,500,000

*(Shown in Measure C Dollars Only)*

# *CURRENT PROJECTS* Riverside City College



• *District Office (w/ C.A.A.)* \$12,000,000

• *Other Projects (see list below)* \$2,808,937

✓ *Future Projects – Feasibility/Planning/Management*

✓ *Seismic Survey*

✓ *Electronic Contract Document Storage*

✓ *Metes & Bounds/Easement Survey*

✓ *Alumni House (Carriage House) Roofing Restoration*

✓ *DSA Certification Completion*

*(Shown in Measure C Dollars Only)*

# District Office

## CURRENT PROJECTS



• <i>ADA Transition Compliance</i>	\$6,300,000
• <i>IT Infrastructure (Audit)</i>	\$6,000,000
• <i>Utility Infrastructure</i>	\$7,000,000
• <i>Program Reserve</i>	\$24,000,000
• <i>Program Contingency</i>	\$10,000,000
	<hr/>
	\$53,300,000

*(Shown in Measure C Dollars Only)*

# Centrally Controlled CURRENT PROJECTS



"WORKING DRAFT"

RCDD CAPITAL PROGRAM EXECUTIVE SUMMARY

Category	Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
GENERAL ADMINISTRATION	1. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	2. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	3. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	4. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	5. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	6. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	7. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	8. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	9. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	10. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
GENERAL ADMINISTRATION	1. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	2. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	3. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	4. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	5. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	6. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	7. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	8. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	9. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	10. Information Systems	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000

# CAPITAL PROGRAM EXECUTIVE SUMMARY

## District-wide Planning



*RCCD Measure C Bond Funds      \$381,758,859*

*Leveraged Funds                      \$311,746,735*  
*(Consisting of Federal, State, County, City, and Donor matching funds)*

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*Measure C Capital Program    \$693,505,594*

*Summary*  
*RCCD is improving instructional environments while maximizing leverage of our local bond dollars.*

RCCD CAPITAL PROGRAM EXECUTIVE SUMMARY

Chancellor Recommended	BOT Measure	C Appy <sup>1</sup>	06/15/10	Project Title	Location (C,M,N,R,D,A)*	Project Budget	Leverage (State Capital Funds Unless Noted Otherwise)		District Measure C Declining	
							Measure C/ Future Local	G.O. Bond	Local	G.O. Bond
<b>INTEREST/INCOME/RESERVE:</b>										
Y	Y	1		Total Issuance Premiums (Series A, B & 2007 C)	A	\$14,230,564	-	-	-	\$350,000,000
Y	Y	2		Total Interest Income (2004 - September 30, 2010)	A	\$11,254,156	-	-	-	\$364,230,564
Y	Y	3		Total Other Income (2006 - September 30, 2010)	A	\$6,274,139	-	-	-	\$375,484,720
Y		4		Program Reserve	A	\$24,000,000			\$24,000,000	\$381,758,859
<b>Total</b>						<b>\$55,758,859</b>	<b>\$0</b>	<b>\$24,000,000</b>	<b>\$24,000,000</b>	<b>\$357,758,859</b>
<b>COMPLETED PROJECTS:</b>										
Y	Y	5		Certificates of Participation (1993 & 2001) - Refunding	A	\$12,492,085			\$12,492,085	\$345,266,774
Y	Y	6		GO Bond Issuance Related Expenditures	A	\$4,860,905			\$4,860,905	\$340,405,869
Y	Y	7		Bridge Space	R	\$1,175,132			\$1,175,132	\$339,230,737
Y	Y	8		District Phone and Voicemail Upgrades	A	\$349,000			\$349,000	\$338,881,737
Y	Y	9		MLK Renovation	R	\$8,010,091	\$6,999,477		\$1,010,614	\$337,871,123
Y	Y	10		Room Renovations	N	\$100,020			\$100,020	\$337,771,103
Y	Y	11		Swing Space (Lovekin)	R	\$4,273,734			\$4,273,734	\$333,497,369
Y	Y	12		Wheelock PE Complex/Athletic Field - Phase I	R	\$4,516,435			\$4,516,435	\$328,980,934
Y	Y	13		Parking Structure - Phase I	R	\$20,940,662			\$20,940,662	\$308,040,272
Y	Y	14		ECS Secondary Effects	M	\$286,227			\$286,227	\$307,754,045
Y	Y	15		RCCD System Office Purchase (Market Street Properties)	D	\$2,629,981			\$2,629,981	\$305,124,064
Y	Y	16		Emergency Phone Project	A	\$379,717			\$379,717	\$304,744,347
Y	Y	17		PBX Building	R	\$428,119			\$428,119	\$304,316,228
Y	Y	18		Long Range Master Plans	A	\$1,439,077			\$1,439,077	\$302,877,151
Y	Y	19		Hot Water Loop System & Boiler Replacement	M	\$869,848			\$869,848	\$302,007,303
Y	Y	20		Logic Domain - Capital Project Management System	A	\$96,000			\$96,000	\$301,911,303
Y	Y	21		Infrastructure Projects (IT Infrastructure Upgrade)	A	\$484,414			\$484,414	\$301,426,889
Y	Y	22		Utility Retrofit Project (NORESO)	A	\$6,181,188			\$6,181,188	\$295,245,701
Y	Y	23		Stokoe Innovative Learning Center	R	\$10,098,237	\$2,444,632		\$7,653,605	\$287,592,096
Y	Y	24		Modular Redistribution Projects	A	\$8,432,160			\$8,432,160	\$279,159,936
Y	Y	25		Scheduled Maintenance Match (Historic)	A	\$3,947,957	\$2,515,182		\$1,432,775	\$277,727,161
Y	Y	26		ECS Building Upgrade	R	\$625,327			\$625,327	\$277,101,834
Y	Y	27		Industrial Technology Facility - Phase III	N	\$29,137,826	\$18,990,000		\$10,147,826	\$266,954,008
Y	Y	28		Quad Modernization	R	\$21,472,800	\$12,554,000		\$8,918,800	\$258,035,208
Y	Y	29		Bradshaw Building Electrical Project (Emergency Resolution)	R	\$366,353			\$366,353	\$257,668,855
Y	Y	30		District Computer/Network/System Upgrades	A	\$1,002,043			\$1,002,043	\$256,666,812
Y	Y	31		Soccer Field/Artificial Turf/Locker Rooms	N	\$4,616,480			\$4,616,480	\$252,050,332
Y	Y	32		Safety and Site Improvement Project (3rd Street)	N	\$1,700,000			\$1,700,000	\$250,350,332
Y	Y	33		Safety and Site Improvement Project	M	\$1,100,000	\$200,000		\$900,000	\$249,450,332
Y	Y	35		Interim Food Service Facility	M	\$80,000	\$28,000		\$52,000	\$249,398,332
<b>Total</b>						<b>\$152,091,818</b>	<b>\$43,731,291</b>	<b>\$108,360,527</b>	<b>\$108,360,527</b>	<b>\$249,450,332</b>
<b>PLANNING, DESIGN OR CONSTRUCTION PROJECTS (ACTIVE):</b>										
Y	Y	34		Food Services Remodel	A	\$4,545,268			\$4,545,268	\$244,905,064
Y	Y	36		Center for Student Success	N	\$17,754,698			\$17,754,698	\$227,150,366
Y	Y	37		Nursing/Science/Math Building	R	\$56,840,000	\$41,167,400		\$15,672,600	\$211,477,766
Y	Y	38		Aquatics Complex	R	\$10,833,783	\$5,833,783		\$5,000,000	\$206,477,766
Y	Y	39		Wheelock PE Complex Gymnasium, Seismic Retrofit - Phase II	R	\$16,615,000	\$9,492,000		\$7,123,000	\$199,354,766
Y	Y	40		Network Operations Center (NOC)	M	\$3,013,357			\$3,013,357	\$196,341,409
Y	Y	41		Learning Gateway Building	M	\$29,800,000			\$29,800,000	\$166,541,409
Y	Y	42		Riverside School for the Arts (RSA)	R	\$63,278,000	\$58,692,167		\$4,585,833	\$161,955,576
Y	Y	43		Downtown Parking Structure (RSA)	R	\$5,500,000	\$3,151,924		\$2,348,076	\$159,607,500
Y	Y	44		Market Street Properties-Culinary Arts Academy Bldg. & District Office Bldg.	D/R	\$23,738,432			\$23,738,432	\$135,869,068
Y	Y	45		Citrus Belt Savings & Loan Gallery	D	\$4,000,000	\$4,000,000		\$0	\$135,869,068
Y	Y	46		Student/Academic Services - Phase III	M	\$19,398,730	\$15,101,000		\$4,297,730	\$131,571,338
Y	Y	47		Norco Operations Center (PBX/M&O Facility)	N	\$8,834,625			\$8,834,625	\$122,736,713
Y	Y	48		ADA Transition Plan & Implementation - Phase I	A	\$6,360,000			\$6,360,000	\$116,376,713
Y	Y	49		Utility Infrastructure Upgrade / I.T. Upgrade - Phase I	A	\$13,000,000			\$13,000,000	\$103,376,713
Y	Y	50		Quad Basement Remodel	R	\$467,500			\$467,500	\$102,909,213
Y	Y	51		Black Box Theatre Remodel	R	\$761,750			\$761,750	\$102,147,463
Y	Y	52		Technology Building - A Remodel	R	\$935,000			\$935,000	\$101,212,463
Y	Y	53		Life Science/Physical Science Reconstruction	R	\$24,805,000	\$20,343,000		\$4,462,000	\$96,750,463
Y	Y	54		(Project Removed)		\$0			\$0	\$96,750,463
Y	Y	55		Science Laboratories Remodel Project (Phase I & II)	M	\$3,500,000			\$3,500,000	\$93,250,463
Y	Y	56		Ben Clark Public Safety Training Center Status Project	M	\$18,380,468	\$13,190,468		\$5,190,000	\$88,060,463



RCCD CAPITAL PROGRAM EXECUTIVE SUMMARY

Chancellor Recommended	BOT Measure	C	Appy <sup>1</sup> 06/15/10	Project Title	Location (C,M,N,R,D,A)*	Project Budget	Leverage (State Capital Funds Unless Noted Otherwise)	Measure C/ Future		District Measure C Declining Balance
								Local	G.O. Bond	
Y	Y	57		Center for Human Performance and Kinesiology (Phase I)	N	\$23,893,000	\$15,571,000	\$8,322,000		\$79,738,463
Y		58		South Corona Academic Facilities - Phase I	C	\$18,295,000	\$8,000,000	\$10,295,000		\$69,443,463
Y	Y	59		Health Science Center	M	\$38,897,290	\$33,701,909	\$5,195,381		\$64,248,082
		60		March Dental Education Center (MDEC)	M	\$11,271,000	\$1,000,000	\$10,271,000		\$53,977,082
Y	Y	61		Secondary Effects Project (SSC & ITB Release Space)	N	\$16,009,004		\$16,009,004		\$37,968,078
Y		62		Monitoring Wells - Disposition	N	\$30,000		\$30,000		\$37,938,078
Y	Y	63		Stokoe Innovative Learning Center - Phase II	R	\$450,000		\$450,000		\$37,488,078
Y	Y	64		Cosmetology Building	R	\$13,740,000	\$11,640,000	\$2,100,000		\$35,388,078
Y		65		Amphitheater	M	\$3,000,000	\$2,000,000	\$1,000,000		\$34,388,078
Y		66		Future Projects - Feasibility/Planning/Management	A	\$1,908,937		\$1,908,937		\$32,479,141
Y		70		Program Contingency	A	\$10,000,000		\$10,000,000		\$22,479,141
Y		67		Interim Parking (Parking Lot 33)	R	\$116,250		\$116,250		\$22,362,891
Y		68		2010 IPP's/FPP's (New)	A	\$350,000		\$350,000		\$22,012,891
Y		74		DSA Close-out	A	\$200,000		\$200,000		\$21,812,891
Y		79		Alumni Carriage House Restoration	D	\$100,000		\$100,000		\$21,712,891
Y		72		Scheduled Maintenance (2010 +) (\$640k x 5 yrs.)	A	\$5,120,000	\$1,920,000	\$3,200,000		\$18,512,891
Y		75		Center for Human Performance	M	\$24,255,716	\$23,257,193	\$998,523		\$17,514,368
<b>Total</b>						<b>\$499,997,808</b>	<b>\$268,061,844</b>	<b>\$231,935,964</b>		<b>\$17,514,368</b>
<b>PROPOSED/FUTURE PROJECTS:</b>										
Y		82		2011-2013 IPP/FPP (\$350k x 3 years)	A	\$1,050,000		\$1,050,000		\$16,464,368
		69		Student & Workforce Development Services Building	R	\$36,743,142		\$36,743,142		-\$20,278,774
		76		Parking Structure - Fall Deterrent	R	\$400,000		\$400,000		-\$20,678,774
		102		Center for Human Performance and Kinesiology (Phase II- Track & Field) (No. 77 - Moved under Future General Obligation Bond)	N	\$13,000,000		\$13,000,000		-\$33,678,774
						\$0		\$0		-\$33,678,774
Y		71		Electronic Contract Document Storage	A	\$100,000		\$100,000		-\$33,778,774
Y		78		Meets & Bounds/Easement Survey	A	\$200,000		\$200,000		-\$33,978,774
Y		80		Seismic Survey	A	\$500,000		\$500,000		-\$34,478,774
Y		81		Master Plan Updates	A	\$1,000,000		\$1,000,000		-\$35,478,774
Y	Y			(No. 83 - Market St. Properties combined w/Culinary Arts Bldg. No. 44)	D	\$0		\$0		-\$35,478,774
<b>Total</b>						<b>\$52,993,142</b>	<b>\$0</b>	<b>\$52,993,142</b>		<b>-\$35,478,774</b>
<b>FUTURE GENERAL OBLIGATION BOND:</b>										
		88		Energy Conservation Projects	A	\$35,000,000	\$5,000,000	\$30,000,000		-\$65,478,774
		73		Non-science Lab Renovation	M	\$2,000,000		\$2,000,000		-\$67,478,774
Y		77		Photo Voltaic Panels (Demo site near Aquatics Complex)	R	\$700,000		\$700,000		-\$68,178,774
		84		A/V & Lighting in Humanities 129 and Student Services 101	M	\$200,000		\$200,000		-\$68,378,774
		85		ADA Implementation - Phase II	A	\$32,745,294		\$32,745,294		-\$101,124,068
		87		Utility Infrastructure Upgrade / I.T. Upgrade - Phase II	A	\$66,300,000		\$66,300,000		-\$167,424,068
		86		Phase III - Wheelock PE Complex - Stadium	R	\$12,986,550		\$12,986,550		-\$180,410,618
		89		Library Learning Center	M	\$2,000,000		\$2,000,000		-\$182,410,618
		92		Applied Technology (not Auto)	R	\$11,054,000	\$5,000,000	\$6,054,000		-\$188,464,618
		106		Parking Project (near Aquatics Center)	R	\$460,000		\$460,000		-\$188,924,618
		90		Parking Structure - Phase II	R	\$34,125,000		\$34,125,000		-\$223,049,618
		91		ECS/Parking Structure (Leverage)	R	\$30,000,000	\$21,000,000	\$9,000,000		-\$232,049,618
		93		Visual/Performing Arts Center	N	\$49,000,000	\$30,000,000	\$19,000,000		-\$251,049,618
		94		Building Arts - Phase I & II	N	\$45,600,000	\$28,000,000	\$17,600,000		-\$268,649,618
		95		Career Tech. - Phase I & II	N	\$45,200,000	\$28,000,000	\$17,200,000		-\$285,849,618
		96		Music (Landis Addition)	R	\$5,357,000	\$3,000,000	\$2,357,000		-\$288,206,618
		97		Landis Renovation	R	\$3,750,000		\$3,750,000		-\$291,956,618
		98		Maintenance and Operations Facility	M	\$6,000,000		\$6,000,000		-\$297,956,618
		99		M&O Warehouse Relocation	R	\$7,859,000		\$7,859,000		-\$305,815,618
		100		Tech A - New Art/Ceramics	R	\$3,901,000	\$2,000,000	\$1,901,000		-\$307,716,618
		101		District Police Relocation	D	\$2,500,000		\$2,500,000		-\$310,216,618
		103		All Weather Track & Field	M	\$14,000,000		\$14,000,000		-\$324,216,618
		104		Soccer Field Lights (College Park)	M	\$200,000		\$200,000		-\$324,416,618
		105		Workforce Development/Grants Building	R	\$5,000,000		\$5,000,000		-\$329,416,618
		107		Lovekin Beautification	R	\$700,000		\$700,000		-\$330,116,618
		108		New Access Road	N	\$5,400,000		\$5,400,000		-\$335,516,618
		109		West Parking Structure - Phase I	N	\$25,600,000		\$25,600,000		-\$361,116,618
		110		Parking Lots (Maintenance)- B, E, G, K, Y	R	\$8,523,968		\$8,523,968		-\$369,640,586
		111		Campus Promenade	R	\$14,488,835		\$14,488,835		-\$384,129,421

# "WORKING DRAFT"

## RCCD CAPITAL PROGRAM EXECUTIVE SUMMARY

Chancellor Recommended BOT Measure C Appy <sup>1</sup> 06/15/10	Project Title	Location (C,M,N,R,D,A)*	Project Budget	Leverage (State Capital Funds Unless Noted Otherwise)	Measure C/ Future		District Measure C Declining Balance
					Local	G.O. Bond	
	112 Soccer Field	R	\$1,684,682		\$1,684,682		-\$385,814,103
	113 New Campus Safety/Security	R	\$2,989,051		\$2,989,051		-\$388,803,154
	114 Security/Safety Demolition	R	\$30,876		\$30,876		-\$388,834,030
	115 New Auto Technology	R	\$25,889,085		\$25,889,085		-\$414,723,115
	116 Tech B Demolition	R	\$893,156		\$893,156		-\$415,616,271
	117 Slope Park	R	\$6,732,764		\$6,732,764		-\$422,349,035
	118 Music Demolition	R	\$480,363		\$480,363		-\$422,829,398
	<i>Total</i>		<b>\$509,350,624</b>	<b>\$122,000,000</b>	<b>\$387,350,624</b>		<b>-\$422,829,398</b>
<b>GRAND TOTAL:</b>			<b>\$1,214,433,392</b>	<b>\$433,793,135</b>	<b>\$780,640,257</b>		<b>-\$422,829,398</b>
			DSPC Recommendations		Redevelopment/La Sierra		
			Budget Estimate				

\* LOCATION: C = Corona Center, M = Moreno Valley College, N = Norco College

R = Riverside City College D = District, A = All

\*\* In Process



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: III-B-1

Date: August 17, 2010

Subject: Riverside City College Revised Mission Statement

Background: Presented for the Board's review and consideration is the revised mission statement for Riverside City College. The current mission statement of Riverside City College was adopted by the Board of Trustees on June 18, 2008. Using its annual mission review process, the Institutional Mission and Effectiveness Leadership Council reviewed and made minor revisions to the college mission statement. As stated in the Accrediting Commission for College and Junior College's Visiting Team report of October 2009, "the college's mission statement...clearly delineates the student population for which the college is designing its programs and services. This population was identified as '...a diverse community of learners that work toward individual achievement and life-long learning.'" The current revisions to the mission statement involve minor language changes which were reviewed and recommended by the Institutional Mission and Effectiveness Council on November 9, 2009, approved by Strategic Planning Committee on February 18, 2010 and by the Academic Senate on March 15, 2010. The District Strategic Planning Committee reviewed the mission statement on July 14, 2010.

Recommended Action: It is recommended that the Board of Trustees approve the mission statement.

Gregory W. Gray  
Chancellor

Prepared by: Tom Harris  
Acting President, Riverside City College

Patrick Schwerdtfeger  
Vice President, Academic Affairs  
Accreditation Liaison Officer

Shelagh Camak  
Executive Dean, Workforce Development  
Co-Chair, Institutional Mission and Effectiveness Leadership Council

## Mission Statement Riverside City College

Riverside City College provides ~~an affordable~~, a high-quality, **affordable** education, including comprehensive student services, **student activities**, and community programs, ~~and by~~ empowers ~~ing~~ and ~~supporting~~ a diverse community of learners as they work toward individual achievement and life-long learning. To help students achieve their goals, the College offers **learning support services** ~~tutorial and supplemental instruction~~, pre-college courses, ~~and transferable courses~~ **programs**, ~~and career and technical preparation~~, ~~and technical~~ programs leading to certificates or associate degrees. Based on a learner-centered philosophy, the College fosters critical thinking, develops information and communication skills, expands the breadth and application of knowledge, and promotes community and global awareness.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-2

Date: August 17, 2010

Subject: Proposed Curricular Changes

Background: Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees approve the curricular changes for inclusion in the catalog and in the schedule of class offerings.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Educational Services

Sylvia Thomas  
Associate Vice Chancellor, Educational Services

### New Stand-Alone Course Proposals

1. ESL 801 ESL Support for Career and Technical Programs MNR  
This non-credit course is proposed to assist CTE students who can master the content of a course but need assistance with language.

### Course Revision Proposals

1. ADM 80 Introductory Digital Darkroom R  
This course has been updated with technological changes to digital methods as well as updated course assignments.
2. ADM 89 Applied Digital Media Portfolio R  
This course has been updated with a title change to reflect the current discipline name and a decrease in units (hours) from 4 to 1, removal of repeatability as well as the alignment of general education with student learning outcomes and compliance with Title 5 requirements.
3. AUT 99 Auto Technology Internship R  
Hours decreased from 360hrs/9wks to 150hrs/8wks
4. FTV 38 Film, Television and Video Production Project R  
This course has been modified with a title change to be consistent with the discipline name as well as updating Title 5 requirements.
5. FTV 45 Television News Production R  
This course has been modified to remove cross-listing with JOU 45 as well as updating Title 5 requirements.
6. FTV 48 Short Film Production R  
This course has been modified to add an advisory of FTV 74, and to change the repeatability from four times to may be taken a total of two times as well as updating course assignments.

### Proposed Course Deletions

1. NRN-95 Focused Health Assessment R
2. NXN-83 Preceptor Workshop R  
These courses are being deleted due to lack of student interest.

### New Degree/Certificate Pattern Proposals

1. Locally-approved degree/certificate-Stick Welding (SMAW) R
2. Locally-approved degree/certificate TIG Welding (GTAW) R
3. Locally-approved degree/certificate Wire Welding (FCAW, GMAW) R

### Revised Degree/Certificate Pattern Proposals

1. State-approved degree/certificate - Applied Digital Media and Printing R
2. State-approved degree/certificate - Film Television and Video-Production Specialist R
  - i. Digital Media/Motion Graphics Emphasis
  - ii. Film Production Emphasis
  - iii. Sound Engineering Emphasis
  - iv. Television Production Emphasis

3. Locally-approved certificate - Basic Graphic Design R
4. Locally-approved certificate - Basic Multimedia Design R
5. Locally-approved certificate - Basic Electronic Prepress R
6. Locally-approved certificate - Basic Television Production R
7. Locally-approved certificate - E-Commerce MR
8. Locally-approved certificate - Virtual Assistant R

## Stick Welding (SMAW) (R)

### Certificate Program

Obtain the technical knowledge and skill in oxyacetylene cutting, and SMAW welding to be able to enter into the welding career of either the field or shop environment. With these new skills you will be able to obtain entry level employment.

### Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Demonstrate knowledge and ability of SMAW process, safety, and oxyacetylene cutting.
- Demonstrate advanced knowledge and ability of SMAW, welding symbols, and safety.
- Differentiate between each of the welding process used in the welding industry.
- Demonstrate knowledge of AWS welding codes.

<u>Required courses (11 units)</u>		<u>Units</u>
WEL-15	Introduction to Basic Shielded Metal Arc Welding	3
WEL-16	Advanced Shielded Metal Arc Welding	3
WEL-34	Metal Joining Processes	2
WEL-61	Certification for Licensing of Welders	3

## TIG Welding (GTAW) (R)

### Certificate Program

Obtain the technical knowledge and skill, in the oxyacetylene cutting and GTAW welding, to be able to enter into a welding career either in the field or shop environment. With these new skills you will be able obtain entry level employment.

### Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Demonstrate knowledge and ability in oxyacetylene cutting, beginning SMAW welding process, and safety.
- Demonstrate knowledge and ability in the GTAW welding process, welding symbols, and safety.
- Differentiate between each of the welding processes used in the welding industry.
- Demonstrate knowledge of AWS welding codes.

<u>Required courses (11 units)</u>		<u>Units</u>
WEL-15	Introduction to Basic Shielded Metal Arc Welding	3
WEL-55A	Gas Tungsten Arc Welding-Plate Materials	3
WEL-34	Metal Joining Processes	2
WEL-61	Certification for Licensing of Welders	3

## Wire Welding (FCAW, GMAW) (R)

### Certificate Program

Obtain the technical knowledge and skill, in the oxyacetylene cutting and FCAW/GMAW welding, to be able to enter into a welding career either in the field or shop environment. With these new skills you will be able to obtain entry level employment.

### Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Demonstrate knowledge and ability of beginning level of SMAW welding process, safety, and oxyacetylene cutting.
- Demonstrate knowledge and ability of the FCAW and GMAW welding processes, welding symbols, and safety.
- Differentiate between each of the welding processes used in the welding industry.
- Demonstrate knowledge of AWS welding codes.

Required courses (11 units)		Units
WEL-15	Introduction to Basic Shielded Metal Arc Welding	3
WEL-35	Semi-Automatic Welding	3
WEL-34	Metal Joining Processes	2
WEL-61	Certification for Licensing of Welders	3

Applied Digital Media and Printing (R)  
Certificate Program

AS 653/CE653

This program prepares students for a wide variety of careers in graphic arts and multimedia. This includes instruction in graphic design, illustration, photo manipulation, web design, animation, electronic prepress, press operation, bindery, and management, using the latest computers and software available. Classes are structured to give strong academic and hands-on experience.

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Describe and demonstrate the sequence of steps involved in producing a printed product
- Evaluate current technical applications and trends occurring in the graphics industry
- Develop budgeted hourly rates, estimates
- Develop an organizational structure of layout, planning, and work flow in a production company
- Evaluate and assign a substrate and ink to a project for effectiveness and consistency
- Use Adobe InDesign publishing software to complete page layouts and designs for a variety of professional publishing purposes
- Use live jobs to demonstrate the ability to interpret job ticket instructions, keep accurate records, and maintain job flow and deadlines of production projects
- Demonstrate the basic use of Adobe Photoshop tools and functions including channels, layers, masking, color correction, duotones, and filters
- Identify file formats appropriate for digital image manipulation and output file formats appropriate for business and industry
- Produce high quality line and halftone images through the use of the process camera and/or imagesetter and flatbed scanner
- Assemble one-color to four-color images both manually and digitally in preparation for platemaking
- Demonstrate safe work practices in the printing and graphics workplace
- Demonstrate proper set-up, operation, and clean-up of a small offset-duplicator
- Demonstrate proper set-up and operation of folding and cutting equipment
- Develop economic, civic, and moral responsibility and ethics of good citizenship through an understanding of the role that printing has played in our society
- Produce a portfolio of projects suitable for use in an employment interview

Required Courses (34 units)		Units
ADM-1	Introduction to Applied Digital Media	3
ADM-30	Contemporary Topics in Applied Digital Media	1
ADM-55	Management and Estimating in the Graphics / Design Industry	3
ADM-58	Paper and Inks for Multi-purposed Design	1
ADM-63	Adobe InDesign	3
ADM-70	Project Design and Production	3
ADM-71	Adobe Photoshop	3
ADM-80	Introductory Digital Darkroom	3
ADM-85	Beginning Offset Presswork	3
ADM-89	Applied Digital Media Portfolio	1



<u>Choose (10 units) from the electives below</u>		<u>Units</u>
ADM-64	Ethics and Legalities of Digital Manipulation	1
ADM-65	Cross Platform File Management	1
ADM-67	WEB Animation with Flash	3
ADM-68	3D Animation with Maya	3
ADM-69	Motion Graphics and Compositing with After Effects	3
ADM-72	Advanced Photoshop	3
ADM-73	Developing and Authoring Multimedia CDs and DVDs	3
ADM-74	Dreamweaver for Graphic Designers	3
ADM-76	QuarkXPress	3
ADM-77A	Adobe Illustrator	3
ADM-77B	Advanced Adobe Illustrator	3
ADM-78A	Multimedia Construction with Macromedia Director	3
ADM-78B	Multimedia Construction Using Lingo	3
ADM-79	Multimedia Production Using Painter	3
ADM-81	Advanced Digital Darkroom	3
ADM-86	Advanced Offset Presswork and Bindery	3
ADM-88	3D Creature Creations with Maya	3
ADM-200	Applied Digital Media and Printing Work Experience	1 – 4
ART-22	Basic Design	3
ART-36	Computer Art	3
CIS-54B	Introduction to Flash Scripting	3
ENG-17	Literary Magazine Production	2
FTV-64	Digital Editing Principles and Techniques	3
PHO-20	Introduction to Digital Still Photography	3

#### Associate of Science Degree

The Associate of Science Degree in Applied Digital Media and Printing will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Film Television and Video Production Specialist (R)  
 Certificate Program

AS641/CE641

The program prepares individuals to communicate information, entertainment and ideas through film, television and video. This includes practical, hands-on instruction in how to plan and produce a variety of genre in film, television and video; crew responsibilities and production techniques for film, television, video and audio; equipment operation including film and video cameras, editing equipment, switchers, character generators, lighting instruments, and microphones; techniques for making specific types of film, television and video programming; use of digital technology and computer applications to record, edit or enhance images, audio, graphics or effects; and how to manage film and video operations. Students may select a curricular emphasis in Film Production, Television Production, Sound Engineering or Motion Graphics.

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Utilize a variety of electronic media production equipment and facilities in the creation and completion of film, television and video projects, including but not limited to film and video cameras, character generators, microphones, lighting instruments, audio mixers, teleprompters, editing software, and control room test equipment.
- Produce film and video segments, from concept to finished product, that have a focused, coherent message with a clear beginning, middle and end and that meet industry technical standards for moving and still visual images and audio and editing.
- Communicate effectively and work cooperatively in a team production environment.
- Demonstrate workplace behaviors (“soft skills”) necessary for success in the film, television and video production industry.

Required Courses (29 units)		Units
FTV-38	Film, Television and Video Production Project	3
FTV-41	Introduction to Telecommunications	3
FTV-42	Writing for Broadcast Television and Radio	3
FTV-43	Television Studio and Equipment	3
FTV-44	Television Production	3.5
FTV-45	Television News Production	3.5
FTV-51	Telecommunications Laboratory	1

Digital Media/Motion Graphics Emphasis

<u>Emphasis requirements (Choose 9 units from the list below)</u>		Units
FTV-52	Telecommunications Laboratory	2
FTV-60	Overview of Digital Media	3
FTV-64	Digital Editing Principles and Techniques	3
FTV-66	Advanced Digital Editing Concepts	3
FTV-74	Production Planning and Management	3
FTV-73	Introduction to Pro Tools Digital Audio Recording	3
FTV-200	Telecommunications Work Experience	1 - 4
ADM-68	3D Animation with Maya	3
ADM-69	Motion Graphics and Compositing with After Effects	3

ADM-71	Adobe Photoshop	3
ADM-78A	Multimedia Construction with Macromedia Director	3
ADM-78B	Multimedia Construction Using Lingo	3
ART-22	Basic Design	3
ART-23	Design and Color	3
ART-36	Computer Art	3
PHO-8	Introduction to Photography	3

#### Film Production Emphasis

Emphasis requirements (Choose 9 units from the list below) Units

FTV-12	History of American Film	3
FTV-48	Short Film Production	3
FTV-52	Telecommunications Laboratory	2
FTV-64	Digital Editing Principles and Techniques	3
FTV-65	The Director's Art in Filmmaking	3
FTV-66	Advanced Digital Editing Concepts	3
FTV-68	Story Development Process in the Entertainment Industry	3
FTV-69	Script Supervising for Film and Television	3
FTV-70	Scriptwriting Software Using Final Draft	1
FTV-72	Introduction to Lighting Design for Film and Television	3
FTV-74	Production Planning and Management	3
FTV-73	Introduction to Pro Tools Digital Audio Recording	3
FTV-200	Telecommunications Work Experience	1 - 4
ADM-68	3D Animation with Maya	3
ADM-69	Motion Graphics and Compositing with After Effects	3
ADM-71	Adobe Photoshop	3
ENG-38	Introduction to Screenwriting	3
PHO-8	Intro to Photography	3
THE-5	Theater Practicum	3

#### Sound Engineering Emphasis

Emphasis Requirements (Choose 9 units from the list below.) Units

FTV-11	Sound Recording and Reinforcement Techniques	3
FTV-52	Telecommunications Laboratory	2
FTV-63	Multimedia Sound Design Techniques	3
FTV-64	Digital Editing Principles and Techniques	3
FTV-65	The Director's Art in Filmmaking	3
FTV-66	Advanced Digital Editing Concepts	3
FTV-71	Sound Engineering for Audio in Media	3
FTV-73	Introduction to Pro Tools Digital Audio Recording	3
FTV-200	Telecommunications Work Experience	1 - 4
MUS-8A	Introduction to Midi and Digital Audio	3

### Television Production Emphasis

<u>Emphasis Requirement (Choose 9 units from the list below)</u>		<u>Units</u>
FTV-52	Telecommunications Laboratory	2
FTV-64	Digital Editing Principles and Techniques	3
FTV-66	Advanced Digital Editing Concepts	3
FTV-67	Introduction to Video Production	2
FTV-69	Script Supervising for Film and Television	3
FTV-70	Scriptwriting Software Using Final Draft	1
FTV-72	Introduction to Lighting Design for Film and Television	3
FTV-73	Introduction to Pro Tools Digital Audio Recording	3
FTV-74	Production Planning and Management	3
FTV-200	Telecommunications Work Experience	1 - 4
ADM-68	3D Animation with Maya	3
ADM-69	Motion Graphics and Compositing with After Effects	3
ADM-71	Adobe Photoshop	3
JOU-1	Introduction to Journalism	3
JOU-7	Mass Communications	3
PHO-8	Intro to Photography	3
THE-5	Theater Practicum	3

### Associate of Science Degree

The Associate of Science Degree in Film, Television and Video, Production Specialist will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

## Basic Graphic Design (R)

CE823

Prepares students for a career in graphic design to become a skilled technician for design careers in business, industry and the public/private sectors.

### Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Describe the basic principles of copyright legalities.
- Demonstrate proper file naming conventions of major computer platforms
- Define intellectual property
- Explain the differences and the common use of various graphic file formats
- Demonstrate the use of preflight software in preparing files for output
- Evaluate, correct, and apply proper resolution and color models to images
- Describe and demonstrate the sequence of steps involved in producing a printed product.
- Prepare, evaluate, repair and successfully output documents to an imagesetter and/or computer-to-plate device

Required Courses (17 units)		Units
ADM-1	Introduction to Applied Digital Media	3
ADM-63	Adobe InDesign	3
ADM-64	Ethics and Legalities of Digital Manipulation	1
ADM-65	Cross Platform File Management	1
ADM-71	Adobe Photoshop	3
ADM-77A	Adobe Illustrator	3
ART-22	Basic Design	3

Basic Multimedia Design (R)  
Certificate Program

CE 821

Prepares students for a career in multimedia to become a skilled technician for new media careers in business, industry and the public/private sectors.

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Compare and contrast legal, social and commercial policies regarding new media piracy
- Define intellectual property
- Describe the basic principles of copyright legalities
- List and describe the professional responsibilities of new media producers
- Use Adobe Flash to create a WEB animation using Flash's panels, commands and interface
- Describe the role and use of motion graphics in video and film
- Identify file formats appropriate for digital image manipulation and output file formats appropriate for business and industry
- Analyze and apply appropriate image resolution regarding personal computer hardware, digital output to film, direct-to-plate printing systems, and file size management
- Create cross-platform media that includes a variety of media including photos, video and audio
- Construct QuickTime Movies for Macintosh and Windows platforms use of Apple Compressor
- Design, debug, and use the Flash scripting language to create/load action video, and control sound
- Assemble Flash script from external files to load content, such as event listener, gallery files in order to control all aspects of sounds, actions, colors, and email

Required Courses (17 units)		Units
ADM-64	Ethics and Legalities of Digital Manipulation	1
ADM-67	WEB Animation with Flash	3
ADM-69	Motion Graphics and Compositing with After Effects	3
ADM-71	Adobe Photoshop	3
ADM-89	Applied Digital Media Portfolio	1
CIS-54B	Flash Scripting	3
PHO-20	Digital Still Photography	3

Basic Electronic Prepress (R)  
Certificate Program

CE 822

This certificate is a structured approach with a solid academic background as well as hands-on experience in the Applied Digital Media / Printing labs. The courses use the latest equipment and industry software to prepare for a career in electronic prepress in the printing industry.

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Describe the basic principles of copyright legalities
- Demonstrate proper file naming conventions of major computer platforms
- Define intellectual property
- Explain the differences and the common use of various graphic file types
- Demonstrate the use of preflight software in preparing files for output
- Evaluate, correct, and apply proper resolution and color models to images
- Describe and demonstrate the sequence of steps involved in producing a printed product
- Describe and demonstrate proper proofing techniques
- Prepare, evaluate, repair, and successfully output documents to an imagesetter and/or computer-to-plate device

<u>Required Courses (17 units)</u>		<u>Units</u>
ADM-1	Introduction to Applied Digital Media	3
ADM-63	Adobe InDesign	3
ADM-64	Ethics and Legalities of Digital Manipulation	1
ADM-65	Cross Platform File Management	1
ADM-71	Adobe Photoshop	3
ADM-80	Introductory Digital Darkroom	3
ADM-85	Beginning Offset Presswork	3

Basic Television Production (R)  
Certificate Program

CE 842

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Utilize a variety of electronic media production equipment and facilities in the creation and completion of film, television and video projects, including but not limited to film and video cameras, character generators, microphones, lighting instruments, audio mixers, teleprompters, editing software, and control room test equipment.
- Produce film and video segments, from concept to finished product, that have a focused, coherent message with a clear beginning, middle and end and that meet industry technical standards for moving and still visual images and audio and editing.
- Communicate effectively and work cooperatively in a team production environment.
- Demonstrate workplace behaviors (“soft skills”) necessary for success in the film, television and video production industry.

<u>Required Courses (17 units)</u>		<u>Units</u>
FTV-38	Film, Television and Video Production Project	3
FTV-42	Writing for Broadcast Television and Radio	3
FTV-43	Television Studio and Equipment	3
FTV-44	Television Production	3.5
FTV-45	Television News Production	3.5
FTV-51	Telecommunications Laboratory	1



E-Commerce (MR)

CE 807

The e-commerce certificate pattern readies the completer with the skills to design, market and implement an on-line business.

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Design, develop and implement a sound business plan that readily translates into an on-line business.
- Devise the web-presence to enhance the business as a well laid out web site using eye catching graphics including animation as necessary.
- Develop and implement sound business practices for the web-site addressing the technological, social, and ethical issues of an on-line business.

<u>Required Courses (16.5 units)</u>		<u>Units</u>
BUS-10	Intro to Business	3
BUS-30	Entrepreneurship	3
BUS-51	Principles of E-Commerce	3
CIS-95A	Introduction to the Internet	1.5

*Choose one course from each of the two blocks of electives below.*

<u>Electives (Choose one course from the following)</u>		<u>Units</u>
ADM-71	Adobe Photoshop	3
CAT/CIS-56A	Designing Web Graphics	3
CAT/CIS-78A	Introduction to Adobe Photoshop	3

*AND*

<u>Electives (Choose one course from the following)</u>		<u>Units</u>
ADM-74	Dreamweaver for Graphic Designers	3
CAT/CIS-76A	Introduction to Microsoft Expression Web	3
CAT/CIS-76B	Introduction to Dreamweaver	3

Virtual Assistant (R)  
Certificate Program

CE 677

This program prepares individuals to support business operations through on-line processes such as developing a business plan for an on-line web presence, creating a virtual office space on-line and marketing this office space.

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Develop and implement a sole-proprietorship virtual office.
- Develop and use a business plan for a virtual office.
- Create and use a marketing plan for a virtual office

<u>Required Courses (16.5 units)</u>		<u>Units</u>
BUS-30	Entrepreneurship	3
CAT-30	Business English	3
CAT-57	Create, Manage Virtual Office	3
BUS-58	Marketing the Virtual Office	3
ACC/CAT-55	Applied Accounting/Bookkeeping	3
CAT/CIS-98A	Introduction to Excel	1.5

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-3

Date: August 17, 2010

Subject: Subcontract Agreement with Cal State Fullerton Auxiliary Services

Background: Presented for the Board's review and consideration is a Subcontract Agreement with Cal State University (CSU) Fullerton Auxiliary Services. Under the terms of the agreement, Riverside Community College District serves as the host administrative agent for Tri-Tech Small Business Development Center. The term of the agreement is for January 1, 2010 through December 31, 2010 in the amount of \$300,000.00.

The Santa Ana Lead Small Business Development Center (SBDC) was notified by the Small Business Administration (SBA) on December 1, 2009, of continued funding and issued a letter of intent to engage with the TriTech SBDC on December 8, 2009. Since the letter of intent was issued, the TriTech SBDC has operated under the expectation to engage in the 2010 SBDC Subcontract Agreement once it has been created. On June 28, 2010, Jamie Huynh, CSU Fullerton Grants and Contracts Coordinator, notified the TriTech SBDC of a completed subcontract agreement for processing.

No cost to the District.

Recommended Action: It is recommended that the Board of Trustees ratify the 2010 Subcontract Agreement between CSU Fullerton Auxiliary Services Corporation and the TriTech SBDC/Riverside Community College District and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Educational Services

John Tillquist  
Dean, Economic Development

Mark Mitchell  
TriTech SBDC, Director

**SUBCONTRACT  
BETWEEN  
CSU FULLERTON AUXILIARY SERVICES CORPORATION  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Subcontract is entered into by and between Riverside Community College District, (hereinafter "CONTRACTOR"), a community college district and host administrative agent for Tri-Tech Small Business Development Center, (hereafter "Tri-Tech SBDC") organization located in Riverside, California and CSU Fullerton Auxiliary Services Corporation (hereinafter "ASC") a non-profit auxiliary corporation and fiscal agent of California State University, Fullerton located in Fullerton, California to provide funding for the project entitled, "Small Business Development Center."

**RECITALS**

- A. **WHEREAS**, ASC as the prime awardee of Cooperative Agreement Number 0-603001-Z-0066-08 issued by the U.S. Small Business Administration for the project "Small Business Development Center," CONTRACTOR and any additional Subcontractors retained by CONTRACTOR agree to abide by all of the terms and conditions of the Prime Award, incorporated as Exhibit C.
- B. **WHEREAS**, ASC desires to retain a contractor to perform services specified in Exhibit A (Scope of Work) and Exhibit B (Budget Justification), as incorporated by reference here with; and,
- C. **WHEREAS**, in undertaking the performance of this Subcontract, CONTRACTOR represents that it is knowledgeable in its field and that any services performed by CONTRACTOR under this Subcontract will be performed in compliance with such standards as may reasonably be expected; and,

**NOW, THEREFORE**, in consideration of the mutual and representative promises and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Principal Contacts.**

- 1.1 The Principal Investigator for ASC is considered the principal contact responsible for directing the project and budget expenditures under this Subcontract. Dr. Khanin, Dmitry, California State University, Fullerton (CSUF) will serve as the Principal Investigator and may be reached at (657) 278-5569 or [dkhanin@fullerton.edu](mailto:dkhanin@fullerton.edu).
- 1.2 Mrs. Cheng, Shou-Yinn (Pearl), Director, Sponsored Programs Office, ASC, shall serve as administrative contact and may be contacted at the following:

CSU Fullerton Auxiliary Services Corporation (“ASC”)  
2600 Nutwood Ave., Suite 275  
Fullerton, CA 92831  
Phone: 657-278-4103  
[pcheng@fullerton.edu](mailto:pcheng@fullerton.edu)

- 1.3 Mark Mitchell, Director, Riverside Community College District, shall serve as the principal administrative contact on behalf of CONTRACTOR, and may be contacted at the following:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299  
Phone: 951-571-6477  
Email: mark.j.mitchell@rcc.edu

- 1.4 Changes in Principal Contacts must be prior approved in writing by William M. Dickerson, Executive Director of the CSU Fullerton Auxiliary Services Corporation and by Dr. James Buysse, Vice Chancellor, Administration and Finance of Riverside Community College District, or their respective designees.
2. **Scope of Work.** CONTRACTOR shall be responsible for the specific tasks described in the Scope of Work which is attached as Exhibit A, and is incorporated by reference hereto.
3. **Term of Contract.** The period of performance of this contract shall be from 1/1/2010 to 12/31/2010 subject to extension by mutual agreement.
4. **Compensation.** In consideration of the work to be conducted by CONTRACTOR per Section 2, ASC shall pay CONTRACTOR an amount not to exceed Three Hundred Thousand (\$300,000) dollars.
5. **Matching Funds Requirement.** CONTRACTOR shall provide total Matching Funds of \$300,000 of which \$150,000 is cash match and \$150,000 is in-kind match as provided in Exhibit B.
  - 5.1 The minimum Cash Match required of CONTRACTOR pursuant to this Subcontract is One Hundred Fifty Thousand (\$150,000) dollars.
  - 5.2 The minimum In-Kind Contributions required of CONTRACTOR pursuant to this Subcontract is One Hundred Fifty Thousand (\$150,000) dollars.
6. **Delivery.** All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before 12/31/2010, unless extended by a prior mutual written authorization.

7. **Allowable Costs and Fees.** Allowable costs and fees eligible for reimbursement to the CONTRACTOR for performance of this Subcontract shall be determined in accordance with the terms of this Subcontract, including attached Exhibits and the requirements of the Prime Sponsor.
8. **Invoicing.** CONTRACTOR shall invoice ASC for actual expenses incurred in accordance with the attached Budget provided as Exhibit B.
  - 8.1 CONTRACTOR will submit itemized invoices to ASC not more often than quarterly. Each invoice shall include an itemized list of the tasks completed consistent with the scope of work provided as Exhibit A, dates of task completion, and an original signature of an authorized agent of CONTRACTOR.
  - 8.2 ASC may return invoices to CONTRACTOR for correction and resubmission prior to payment. ASC agrees to pay all invoices within thirty (30) days upon receipt.
  - 8.3 Invoices shall be sent to:  
Attn: Cheng, Shou-Yinn (Pearl)  
Director, Sponsored Programs Office  
2600 Nutwood Ave., Suite 275  
Fullerton, CA 92831
9. **Termination of Subcontract.** Either party may terminate this Subcontract upon thirty (30) days advance written notice to the other party. Upon termination of this Subcontract, ASC agrees to compensate CONTRACTOR all non-avoidable expenses reasonably incurred by CONTRACTOR in the performance of its work under this Subcontract by the date of termination, and CONTRACTOR agrees to provide the deliverables through the date of termination as provided in Section 5.
10. **Modification or Waiver.** No part of this Subcontract shall be modified without the express written consent of both parties. The waiver by one party of any breach of any term or condition of this Subcontract shall not be construed as a waiver of any similar or other breach of any term or condition of this Subcontract. Nor shall said waiver be construed as a continuing waiver of the original breach.
11. **Independent Contractor.** CONTRACTOR shall, during the entire term of this Subcontract, be construed to be an independent contractor and not an employee of ASC. This Subcontract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow ASC to exercise discretion or control over the professional manner in which CONTRACTOR performs the services that are the subject matter of this Subcontract. The services, however, to be provided by SUBCONTRACTOR shall be provided in a manner consistent with all applicable standards and regulations governing such services. CONTRACTOR shall pay all salaries and wages employees' social security, taxes unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

12. **Assignment.** No part of this Subcontract may be assigned by either party without the prior written consent of the parties.
  
13. **Indemnification.** CONTRACTOR shall defend, indemnify and hold ASC, CSUF, the California State University System, their officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents or employees.  
  
ASC shall defend, indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ASC, its officers, agents or employees.
  
14. **Insurance.** Without limiting the parties indemnification, CONTRACTOR warrants that it has and will maintain Workers' compensation insurance coverage of not less than one million dollars (\$1,000,000) per accident; General Liability insurance of not less than one million dollars (\$1,000,000), and Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
  
15. **Force Majeure.** If by reason of force majeure (as defined below) the CONTRACTOR'S performance hereunder is delayed, hampered or prevented, then the performance by the CONTRACTOR shall be extended for the amount of time of such delay or prevention. The term "Force Majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God, any act of legally constituted authority; or any other cause beyond CONTRACTOR'S control which would excuse the party's performance as a matter of law.
  
16. **Notice of Force Majeure.** Subcontractor agrees to give written notice of an event of force majeure under this Paragraph within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event. However, inadvertent failure to give notice shall not bar a party from giving such notice within a reasonable time thereafter.
  
17. **Nondiscrimination.** CONTRACTOR shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those Acts and amendments prohibiting discrimination on the basis of race, color, natural origin, gender, handicap or disability, sexual preference, drug addiction and alcoholism.

18. **Certifications and Assurances**

A. Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - The CONTRACTOR certifies by signature to this Agreement that it is not suspended, debarred, or otherwise ineligible from entering into funding agreements with any department or other agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. In the event of being suspended, debarred or otherwise declared ineligible by any other department of agency of the Federal Government, or upon notice of a proposed debarment of suspension, the SUBCONTRACTOR shall provide immediate written notice to ASC. If, during the performance period of this Subcontract, the status of the SUBCONTRACTOR changes relative to any of these certifications, it shall immediately notify ASC in writing and include an explanation of the changes.

B. Certification Regarding Lobbying - In the event funds allotted under this Agreement are expected to exceed \$100,000, by signature to this Agreement, CONTRACTOR certifies that it is in compliance with the requirements of Section 1352, Title 31, U.S. Code which limits the use of appropriated funds to influence certain federal contracting and financial transactions.

C. Drug Free Workplace - By signature to this Agreement, CONTRACTOR certifies that it will comply with the Drug Free Workplace Act of 1988 and its implementing regulations as amended.

D. Misconduct in Science Assurance - The CONTRACTOR hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.

E. Americans With Disabilities Act - By signature of this Agreement, CONTRACTOR certifies that it complies with the Americans with Disabilities Act of 1990 (42 USC 12101, et. seq.) and all implementing regulations. CONTRACTOR agrees to insert the provision of this Article in all subcontracts and purchase orders hereunder.

F. Davis-Bacon and Related Acts – If applicable, by signing this Agreement, CONTRACTOR certifies that it complies with the Davis-Bacon act and warrants proper wages are applied to federally-funded or assisted construction projects.

19. **Retention of Records.** CONTRACTOR agrees to maintain and preserve all records relative to this Subcontract, for three (3) years after termination. CONTRACTOR agrees to permit ASC's duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this Subcontract. Furthermore, all records related to this Subcontract shall be reasonably available for inspection by the State of California pursuant to Government Code § 8546.7 which states in pertinent part: "...every



contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, ... or by any other public entity, including a city, county..., shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract.”

20. **Audit.** The books and accounts, files, and other records of the CONTRACTOR which are applicable to this Subcontract at all times shall be available for inspection, review, and audit by the ASC and the U.S. Government and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the CONTRACTOR.

The CONTRACTOR assumes sole responsibility for reimbursement to the agency funding the prime award a sum of money equivalent to the amount of any expenditures disallowed should the funding agency or an authorized agency rule through audit exception or some other appropriate means, that expenditures from funds allocated to the CONTRACTOR for direct and/or indirect costs were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Subcontract.

CONTRACTOR agrees to comply with the requirements of OMB Circular A-133. CONTRACTOR further agrees to provide ASC with a copy of the independent auditors' report within thirty (30) days of its issuance. If the report contains instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Subcontract, the CONTRACTOR shall provide ASC copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved. All reports prepared in accord with the requirements of OMB Circular A-133 shall be available for inspection by representatives of ASC or the government during normal business hours.

21. **Severability.** Should any part, term, or provision of this Subcontract, be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this Subcontract; any and all of the other terms of this Subcontract shall remain in full force and effect.
22. **Applicable Law.** This Subcontract and any disputes concerning it shall be interpreted under the laws of the State of California.
23. **Interpretation.** For purposes of construction and interpretation, this Subcontract shall be deemed to have been mutually drafted by the parties hereto. Thus, the parties to this Subcontract shall determine and resolve any issues of ambiguity related to the interpretation of the provisions herewith.
24. **Federal Identification Number.** CONTRACTOR'S Federal Taxpayer Identification Number is 33-0831357.

25. **Contents and Order of Precedence**

Included in this Subcontract are the following exhibits:

Exhibit A Scope of Work

Exhibit B Budget Justification

Exhibit C SBDC Cooperative Agreement Number 0-603001-Z-0066-08

The contents of each instrument below are incorporated within this Subcontract as fully as though set forth herein in their entirety. In the event of a conflict between the provisions of each instrument, the following order of precedence shall govern the rights and obligations of the parties.

1. Subcontract Schedule
2. Prime Grant Terms and Conditions

26. **Entire Agreement.** This Subcontract, including any referenced attachments, appendices and references, constitutes the entire Subcontract and supersedes any other written or oral representations, statements negotiations, or agreements.

**IN WITNESS THEREOF**, the parties have executed this subcontract on the day and year first written above.

**FOR:**  
**Riverside Community College District**

**FOR:**  
**CSU Fullerton Auxiliary Services Corporation**

\_\_\_\_\_  
James Buysse  
Vice Chancellor  
Administration and Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
William M. Dickerson  
Executive Director

\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF WORK**

### **1. DEFINITION OF TERMS**

- A. Capitalized terms as used in this Agreement have the following definitions:
- B. "8(a) Program" means the SBA 8(a) Business Development Program - An SBA Program that offers a broad scope of assistance to socially and economically disadvantaged firms.
- C. "Agreement" refers to this Agreement, number 03CBE006.
- D. "Budget Category" means the major budget subject headings designated in Exhibit B. They are: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Consultants, Other and Indirect Costs.
- E. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit B.
- F. "Business counseling services" means one-on-one or small group meetings with current and/or prospective small business owners in person, by telephone, video conferencing, or computer, to coach, mentor or provide information to help the small business owner move towards intended results.
- G. "Cash Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.
- H. "CATS" means the SoftShare WinCATS OR WebCATS Client Activity Tracking System used by the Lead Center Program.
- I. "CDBG" means the United States Department of Housing and Urban Development, Community Development Block Grant.
- J. "CFR" means the Code of Federal Regulations.
- K. "COCCC" means the Chancellor's Office of the California Community Colleges.
- L. "CONTRACTOR" means Riverside Community College District.
- M. "Cooperative Partners" means those partners identified in the annual Notice of Award (Cooperative Agreement) issued by SBA. The 2010 Notice of Award specifies the Cooperative Partners as CSU Fullerton Auxiliary Services Corporation ("ASC") and SBA.

- N. "Santa Ana Regional SBDC Network" means the Lead Center, the Inland Empire SBDC, Orange County SBDC and TriTech SBDC.
- O. "Empowerment Zones" means a community designated by the federal Department of Housing and Urban Development (HUD) as an area that suffered significant economic distress and may receive targeted funding from federal agencies.
- P. "Funds" means any Funds listed in any column of Exhibit B.
- Q. "Expiration" means the expiration, termination or cancellation of this Agreement.
- R. "In-Kind Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.
- S. "Host Institution" means Riverside Community College District.
- T. "HUBZone" means a Historically Under-utilized Business Zone designated by SBA as an area located within one or more qualified census tracts, qualified non-metropolitan counties or lands within the external boundaries of an Indian Reservation.
- U. "Lead Center" means the Santa Ana Regional Lead SBDC, hosted by California State University Fullerton.
- V. "Lead Center Director" refers to the individual, or designee, on behalf of the Lead Center who has the overall responsibility to administer and evaluate the work of the CONTRACTOR during the term of this Agreement.
- W. "Notice" means a notice of probation.
- X. "OMB" means the federal Office of Management and Budget.
- Y. "OSBDC" means the SBA's Office of Small Business Development Centers
- Z. "Program Announcement" means the annual document released by OSBDC regarding the Small Business Development Center Program, provided as Exhibit C.
- AA. "Program Income" means all monies earned or received from Service Center clients and others in payment for Lead Center Program activities and/or products other than counseling services.
- BB. "PQL" means the SBA Prequalification Loan Program.

CC. "SBA" means the United States Small Business Administration.

DD. "SBDC" means Small Business Development Center.

EE. "SCORE" means the Service Corps of Retired Executives.

FF. "Service Center" means the Tritech Small Business Development Center.

GG. "Special Emphasis Groups" refer to underrepresented populations of business owners compared to their representation in the overall population. Depending upon the service territory demographics of the Service Center, Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service-connected disabled veterans, individuals in rural areas and HUBZones and those in low to moderate income urban areas as determined by Census Bureau information.

**EXHIBIT A**  
**ATTACHMENT 1**  
**CONTRACTORS RESPONSIBILITIES AND MILESTONES**

The CONTRACTOR agrees the following responsibilities and milestones shall be met by its Service Center:

1. **Principal Place of Business.** The Service Center, with a principal office located at 14745 Riverside Drive, Riverside, CA 92518, shall provide services to existing and potential small business owners in the following service territory: Riverside, San Bernardino and Orange County. The Service Center may also provide services consisting of scheduled business counseling and training at outreach centers. As used in this Attachment, "outreach center" means a location where SBDC counseling and training services may be provided on an "as needed basis," outside of the normal Service Center setting. In addition to the above location, the Service Center shall operate the following outreach office: Orange County office, located at 2 Park Plaza, Irvine, CA. The Service Center and its satellite office(s) shall be open a minimum of eight (8) hours each business day with services provided during the evening or on weekends. The Service Center and its satellite office(s) shall have prominent display of the SBA/SBDC co-branding at the front of the office at each satellite office and shall have separate and clearly identifiable operations, programs and phones from the CONTRACTOR. The CONTRACTOR shall obtain prior written approval from the Lead Center to relocate or change the address of the Service Center and satellite office(s). The facilities and staff of the Service Center and its satellite office(s) shall be located in such places as to provide maximum accessibility and benefits to the existing and potential small businesses for which the Service Center is intended to serve.
2. **Service Delivery Mechanisms.** The Service Center shall increase the contribution of the small business sector to the economic development of its service territory, as specified in paragraph 1 of this Attachment. The Service Center shall accomplish this by using a variety of service delivery mechanisms, including satellite locations, traveling counselors or electronic capabilities, when appropriate and by providing in-depth, high quality, one-on-one business consulting, training services, information and referral services, outreach and marketing services, and specialized services to existing and prospective small business owners. These services must result in business growth, expansion, innovation, increased productivity; improved management of small businesses; lead to positive economic impact; and meet the milestones of this Agreement for calendar year 2010.
3. **Policies and Procedures Manual.** This Agreement is subject to the terms and conditions incorporated by reference to the Santa Ana Regional SBDC Network Policies and Procedures Manual, as amended, and the Santa Ana Regional SBDC Network Policy on Logo Use. In the event of conflicting or otherwise inconsistent policies, this Agreement shall prevail.
4. **Cooperative Agreements.** The Service Center shall establish and maintain active cooperative agreements with other service providers (e.g., colleges, universities, economic development corporations, local government agencies) to further the objectives detailed in the annual Notice of Award (Cooperative Agreement, to be provided to the CONTRACTOR

by the Lead Center upon request) issued by SBA.

5. **Participation Agreements.** The Service Center shall establish and maintain annual participation agreements with private-sector persons or firms to provide professional consulting services (e.g., accounting, engineering, and law) at an agreed-upon rate (e.g., pro bono, market or below market rate). The objective of a participation agreement is to provide services not available from the Service Center's staff. Participation agreements shall be reviewed annually by the Lead Center.
6. **Advisory Boards.** The Service Center shall establish and maintain an advisory board in accordance with 15 U.S. Code, Title 15, Chapter 14.A. § 648(j).
7. **Special Emphasis Groups.** The Service Center shall identify and foster relationships with entities representing Special Emphasis Groups in order to increase the number of clients served in those populations. Additionally, the Service Center shall endeavor to raise the level of awareness of its audiences at small business seminars, conferences and outreach program announcements about the needs of veterans and service-connected disabled veterans.
8. **Annual Business Plan.** The Service Center shall submit to the Lead Center an updated 2010 SBDC Business Plan no later than May 1, 2010.
9. **Service Center Director.** The CONTRACTOR shall notify the Lead Center immediately upon Service Center Director resignation/termination.

The CONTRACTOR shall appoint a new Service Center Director within ninety (90) days of a Service Center Director vacancy. An Acting Director may be appointed until a permanent Service Center Director is selected.

The CONTRACTOR shall expand its search for a new Service Center Director to obtain the most qualified candidate. Recruitment to replace the Service Center Director (due to separation of employment or reassignment within the Host Institution) shall be conducted in conjunction with the Lead Center Director. Resumes of all final candidates shall be submitted to be reviewed and approved in writing by the Lead Center Director to ensure appropriate experience and qualifications of the candidates. The Lead Center Director, or designee, shall participate in reviewing and interviewing potential candidates. Final selection of the Service Center Director candidate shall be approved in writing by the Lead Center Director prior to hiring decision.

Attendance of network meetings and participation in network events by Service Center Director scheduled by the Lead Center is required and shall be a significant evaluation factor for Service Center Agreement renewal annually. The Lead Center shall be notified quarterly of Service Center Director's scheduled vacations.

Service Center Staff – SBDC Director shall provide a list of SBDC staff funded by the SBDC program funds (including match funds) to the Lead Center upon execution of the agreement. SBDC Director shall include name, title and function of each SBDC staff person on the list,

and notify the Lead Center immediately upon any change in SBDC staff. SBDC Staff includes part or full-time contractors retained as client counselors/consultants.

The Service Center Director shall be a full-time (100%), senior manager who shall direct and monitor Program activities and financial affairs of the Service Center to deliver effective services to the small business community, ensure Service Center compliance with applicable laws, regulations, OMB circulars and Executive Orders, as well as implement this Agreement. The Service Center Director shall be responsible for providing information to the Lead Center Director, or designee, for negotiating the annual Agreement with the Lead Center, ensuring that local needs are addressed. The Service Center Director has authority to control expenditures under the Service Centers budget. The Service Center Director shall serve as the principal contact point for all matters involving the SBDC Network. To the extent that CSUF ASC and/or the Lead Center Director wish to communicate with the Host Institution relative to matters concerning this Agreement, CSUF ASC and the Lead Center may do so through the Service Center Director.

10. **Core Services.** The Service Center shall develop and implement a client intake process to determine the best utilization of resources in providing service to each inquiry or client. Services provided shall fall under one of the following five (5) core service categories: 1) business counseling; 2) training services; 3) information and referral services; 4) outreach and marketing; and, 5) specialized services.

#### 10.1. Business Counseling

The Service Center shall provide confidential, quality business counseling services, including counseling provided electronically, to improve the business skills of existing and prospective small business owners, specifically to owners of high technology, high growth companies. Business counseling services shall consist of advice, guidance or instruction concerning the formation, management, financing and operation of small business enterprises.

In addition to the milestones for business counseling, the Service Center shall document businesses progressing from the “start up” stage to the “in business” stage.

The Service Center shall document capital infusion, which includes all forms of capital debt, investments from all sources (i.e., lines of credit, consumer debt products used specifically for the business, angel investors, owner’s capital contributions, etc.). Credit lines and other revolving debt facilities/instruments are to be recognized for the full amount of the line of credit when established and not to be based on individual draw-downs.

The Service Center shall work with its Lead Center Director in developing strategies to accomplish the business counseling milestones. Upon conclusion of the third quarter period ending September 30, 2010, the Lead Center Director shall review and may initiate amendments as necessary to the Service Center's milestones identified in paragraph 11 of this Attachment.



In the course of delivering business counseling services, the Service Center shall:

- Provide in-depth counseling services to small businesses in the Service Center's service territory.
- Provide specialized services to high-growth/high-impact clients.
- Establish a strategy to provide consistent consulting services at the Service Center's local outreach locations.
- Provide pre- and post-funding technical assistance
- Provide counseling to assist small business entrepreneurs to gain access to federal and state contracts and/or grants through programs such as SBIR/STTR.

## 10.2. Training Services

The Service Center shall conduct training activities or events in which the Service Center shall actively deliver a structured program of knowledge, information, or experience on a business-related subject to groups of six (6) or more existing and prospective small businesspersons that address specific small business needs.

The Service Center is encouraged to charge reasonable fees to cover SBDC Program costs associated with training services.

Training services shall be scheduled to accommodate the varied schedules of entrepreneurs and vary from daytime to evenings and weekends.

Training services shall be coordinated with the SBA and other service providers to avoid duplication.

Training services shall be co-sponsored with other organizations, including, but not limited to, Tech Coast Venture Network, OCTANe, Tech Coast Angels, and private companies.

- Coordinate training activities with local economic development organizations to avoid duplication of services.
- Provide a list of scheduled training workshops and seminars, including dates, locations, instructor and background, and course content to the Lead Center no later than the first day of the quarter in which the training is provided. Include a Program Income Expenditure Plan to include projected use of existing program income and projected training fees.

## 10.3. Information and Referral Services

The Service Center shall establish and maintain an on-site resource library that contains current resource materials, publications, information and statistical data needed by existing and prospective small business owners. The library shall include at least one (1) computer workstation dedicated for use by clients to access the Internet for business research purposes.

The Service Center shall maintain a listing of appropriate services and resource providers to which clients may be referred for services not offered by the Service Center, including, but not limited to, SCORE and local community colleges.

#### 10.4. Outreach and Marketing

The Service Center shall promote access to capital and improve finance opportunities for small businesses through support of the SBA Loan Fairs, improved and expanded relationships with bankers, and direct promotion and branding of the Santa Ana Regional SBDC Network to small businesses at their place of business.

The Service Center shall implement the targeted approach established to increase Women and Minority-owned small businesses into the Service Center's client portfolio and establish Memorandums of Understanding with economic development organizations to focus on small business and community development activities of Women and Minority-owned small businesses.

The Service Center shall assist the SBDC Network/Marketing Committee with activities to brand the SBDC Network and promote specialized services and initiatives.

#### 10.5. Specialized Services

The Service Center shall offer specialized services and emphasis in areas designed to meet needs of small business clients including Special Emphasis Groups. Activities shall support and compliment business counseling and training services, including:

- Foster relationships with Special Emphasis Groups.
- Actively participate in activities related to SBA Small Business Week and support all SBA and Lead Center small business activities.
- Submit one (1) Small Business Week Award client packages to SBA.
- Actively participate in the coordination of the Santa Ana SBA District's Small Business Week Luncheon.
- Continue to collaborate with the local Center for International Trade Development on international trade training and service delivery and refer clients to the US Export Assistance Center as needed.
- Continue to collaborate with the local Procurement Technical Assistance Center on SBIR/STTR training, service deliver and referrals as needed.
- Collaborate with SBA to assist companies to secure SBA 8(a) Certification and provide specialized training as appropriate.
- Improve feedback on the quality of Service Center services by mailing monthly client surveys to clients who received over three (3) hours of counseling.
- Coordinate with the SBA program and resource partners such as Business Information Center's (BIC), SCORE, Tribal BIC's, and US Export Assistant Centers.
- Assist the Lead Center with activities related to program development for SBDC Network staff and consultants.
- Enhance regional SBDC services by coordinating specialized services and

- activities with the SBA Santa Ana District Office and the SBDC Network.
- Collaborate with the Lead Center to achieve Agreement milestones.

**11. Minimum Performance Milestones.** The Service Center shall use its best efforts to meet or exceed performance milestones determined annually by the Lead Center during the Term of this Agreement. Without limiting the generality of the forgoing, the following performance milestones achieved by the Service at regular intervals (*i.e.* spread evenly) throughout the term must equal or exceed the following goals. **The Service Center’s ability to achieve or exceed Performance Milestone Count set annually in each category specified by the Lead Center shall be a significant evaluation factor for Subcontract Agreement renewal with CONTRACTOR annually. Definition of the following is set forth in the Program Announcement (attached hereto as Exhibit C) and by OSBDC.**

<i>Critical Goals*</i>	<i>Performance Target</i>
<b><i>Extended Engagement Clients (EEC)</i></b> <i>(5 hrs or more counseling contact time as of Jan 1, 2010)</i>	<b><i>100</i></b>
<b><i>Long-Term Counseling Clients (LTC)</i></b> <i>(5 hrs or more counseling contact &amp; prep time in same calendar year)</i>	<b><i>74</i></b>
<b><i>Business Start-ups</i></b>	<b><i>8</i></b>
<b><i>Capital Infusion</i></b>	<b><i>\$7,500,000</i></b>

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*s not meeting critical goals performance targets shall be put on probation in the following year should CSUF ASC exercise the option to extend contract term.*

<i>Enabling Goals</i>	<i>Performance Target</i>
<i>Total Counseling Hours</i>	<b>2216</b>
<i>Total Clients Counseled</i>	<b>185</b>
<i>Attendees Trained</i>	<b>720</b>
<i>Training Events</i>	<b>24</b>

*Without limiting the generality of the foregoing, the productivity of each service center measured by economic impact from services delivered to client via one-on-one counseling is a significant evaluation factor for agreement renewal annually.*

**12. Advertisement of Services Available from CONTRACTOR's Service Center.**

CONTRACTOR shall participate in community outreach, marketing and advertising efforts and projects at the network level conducted by the Lead Center, and use reasonable community outreach, marketing and advertising efforts to inform current and prospective Clients of the services available from CONTRACTOR through its Service Center.

**EXHIBIT A**  
**ATTACHMENT 2**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the ASC shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Agreement and the CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the ASC shall have the option to either cancel this Agreement with no liability occurring to the ASC, or offer an amendment to this Agreement to the CONTRACTOR to reflect the reduced amount.

**2. AGREEMENTS FUNDED IN WHOLE OR IN PART BY THE FEDERAL GOVERNMENT**

- A. The CONTRACTOR shall comply with applicable federal government provisions.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the ASC by the United States Government for the current federal fiscal year and/or any subsequent years covered for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The CONTRACTOR shall provide Cash Match and/or In-Kind Match as identified in Exhibit B. The CONTRACTOR certifies that Cash Match and In-Kind Match as identified in Exhibit B, shall only be used for the purpose of this Agreement and shall be expended proportionately with Lead Center and SBA funds. The CONTRACTOR further certifies Program Income shall be spent solely to accomplish Lead Center and SBA Program objectives. The Service Center director shall monitor and be responsible for Cash Match, In-Kind Match, and Program Income contributions and expenditures. Neither Program Income nor other federal funds (except CDBG funds) shall be used to meet the Cash Match requirement.

Program Income, including any interest earned, must be used to expand the quantity or quality of services, resources or outreach provided by the Service Center. Any unused Program Income shall be carried over to a subsequent budget period.

- D. The CONTRACTOR shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by CSUF ASC and/or the

SBA. The CONTRACTOR shall furnish at its own expense (to the location specified by CSUF ASC) such records, including current financial statements, indirect cost rate agreements and documentation for matching funds, for examinations and review by CSUF ASC upon request. The CONTRACTOR shall provide CSUF ASC with the latest copy of Host Institution A-133 Single Audit report and other financial audit/review/examination findings reports or documentation provided by SBDC funding partners (including the SBA) or funding sources managed by the SBDC program. Without limiting the generality of this paragraph, the CONTRACTOR shall maintain time and effort records of part-time and salaried employees for determination of time charged to this Agreement, as specified in and to the extent required by the U.S. Office of Management and Budget (“OMB”) Circulars A-21, A-87, A-110, and A-122, as applicable. The CONTRACTOR may transfer records to computer storage in accordance with the Cooperative Agreement. The CONTRACTOR shall otherwise comply with the Cooperative Agreement and with the regulations, Program Announcement, and OMB Circulars identified therein, to the extent applicable to the CONTRACTOR’s record retention. The CONTRACTOR must maintain an updated list of funding sources and amounts for each source of funds it receives, including without limitation grants, contracts and other contributions. Additionally, for each source of funds, the CONTRACTOR shall keep a record of the name and phone number of the person or entity from whom the funds were received, the amount of funding, the intended purpose, and any requirements, stipulations or limitations on the use of the funds imposed by the person or entity as a condition of that funding. All financial records and reports shall be certified and signed by the Service Center Director, and an authorized representative or designee of the Host Institution. In order to facilitate any audit conducted pursuant to Government Code § 8546.7, the CONTRACTOR shall retain all records pertaining to this Agreement for not less than three (3) years after the date on which CSUF ASC makes the final report to the SBA under this Agreement. If any dispute or audit is ongoing, the CONTRACTOR shall continue retain those records until the dispute is resolved or the audit is completed. Notwithstanding the foregoing, Financial Records and Reporting requirements may be modified per annual OSBDC program announcement.

- E. The Service Center shall maintain a separate budget distinguishable from that of its Host Institution. The Service Center budget must be under the direct control of the Service Center Director employed by and designated by the Host Institution to manage and operate the Service Center. No less than forty (40) percent of the Service Center budget (SBA and cash match) must be allocated to counseling activities. The CONTRACTOR shall demonstrate to CSUF ASC's satisfaction, upon CSUF ASC's request, that the Service Center can and does oversee and manage its budget and maintain separate accounts and tracking as appropriate for reporting purposes and auditing requirements, and that the Service Center has systems in place to ensure sound fiscal and contractual management of the programs and activities conducted by the Service Center hereunder. The Service Center shall immediately notify CSUF ASC, and provide CSUF ASC with copies of, any internal audits, reports or other documents prepared by the CONTRACTOR which may affect the Service Center's budget, change in use of funds, or which conflict with budgetary information previously given by the CONTRACTOR to CSUF ASC.
- F. Should the Service Center receive any additional Cash Match or In-Kind funds not identified in Exhibit B for any SBDC purpose, the Service Center shall submit a revised budget to the Lead Center within thirty (30) days of receiving the funds. The Service Center shall utilize all funds for the SBDC program and report the fund expenditures accordingly.
- G. The consideration to be paid to the CONTRACTOR, as specified in Exhibit B, shall be compensation for all of the Service Center's reimbursable expenses pursuant to this Agreement, including, but not limited to labor, employee fringe benefits, operating expenses, equipment, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment.
- H. The CONTRACTOR is hereby notified and agrees that payment of invoices, partial or in-full, by CSUF ASC does not imply eligibility or allowability of expenditures included in the invoices. Final eligibility and allowability of expenditures per SBA and SBDC program requirements is determined via an official review of network financial documentation by the designated SBA Examiner for the applicable program year. The CONTRACTOR shall be financially responsible for any and all expenses deemed unallowable by the SBA Examiner for the Service Center.
- I. The CONTRACTOR hereby agrees to expend all allocated funds in the performance of its obligations under this Agreement by December 31, 2010. The Service Center shall notify the Lead Center no later than October 15, 2010 of any projected or estimated funds not expected to be expended by the performance period.
- J. Without limiting the generality of the forgoing, the CONTRACTOR is hereby notified that budget allocation is at the sole discretion of the Lead Center, based on evaluation factors contained within the agreement, including Service Center performance, operations efficiency and effectiveness, and allocated funds expended in the previous year.

- K. The CONTRACTOR shall not receive additional compensation for reimbursement of costs not identified in Exhibit B, and shall not decrease the work to compensate therefore.
  - 1) Variations to Exhibit B are allowable as per the terms of the Santa Ana Regional SBDC Network Policies and Procedures Manual.
- L. No requests for variations shall be submitted to the Lead Center after November 1, 2010. Requests for variations submitted after this date are automatically disapproved.

### **3. INVOICING AND PAYMENT**

- A. In no event shall the CONTRACTOR request reimbursement from the ASC for obligations entered into or for costs incurred prior to the commencement date or after the Expiration of this Agreement.
- B. The invoice containing the final costs to be paid by the ASC shall be identified as the "FINAL INVOICE" and shall be submitted pursuant to Article 8 of the Subcontract. Final invoice expenditures shall reflect costs incurred but not previously submitted for the period ending December 31, 2010. The final invoice must be received by the Lead Center by January 31, 2011, or within (30) days of Expiration of this Agreement and shall not include expenditures stated in previous invoices.
- C. The final invoice shall be paid upon completion of the following:
  - 1) Satisfactory completion of this Agreement; and,
  - 2) Submittal of the following:
    - a) All reports required in this Agreement to the Lead Center Director as described in the Subcontract and this Exhibit and in the current Santa Ana District SBDC Network Policies and Procedures Manual;
    - b) A complete and accurate final invoice with required documentation to the Lead Center Director;
    - c) The SBA 2113 / Program Income;
    - d) A current equipment inventory list
- D. "Satisfactory completion" as used in this Agreement means that the CONTRACTOR has complied with all terms, conditions, and performance requirements of this Agreement.
- E. ASC agrees to make payment as promptly as fiscal procedures permit, upon



receipt of the invoice, subject to approval of the Lead Center Director, or his or her designee, and contingent upon satisfactory completion of the terms of this Agreement.

- F. All Funds shall be used solely for the purpose of performing the work set forth in Attachment 1 of Exhibit A. Equipment, furniture, and supplies purchased with Funds are for the use of the Service Center staff in furtherance of the SBDC Program. The Lead Center shall have final determination of allowable and reimbursable costs under this Agreement.

#### **4. MISCELLANEOUS PAYMENT PROVISIONS**

- A. Funds allocated under this Agreement for travel, subsistence and per diem rates shall not exceed those amounts specified in Exhibit B. No reimbursement for travel outside the Santa Ana Region (Orange, Riverside and San Bernardino Counties) shall be allowed without prior written approval of the Lead Center Director or designee.
- B. The CONTRACTOR shall not use funds allocated under this Agreement for any of the following purposes:
  - 1) Entertainment expenses;
  - 2) Professional dues and/or subscriptions for use by any person other than those identified as Service Center professional staff in Exhibit B;
  - 3) Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles;
  - 4) Influencing or attempting to influence public officials;
  - 5) Partisan or nonpartisan political activity;
  - 6) To further the election or defeat of any candidate for public office; or,
  - 7) To provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
- C. The CONTRACTOR is the fiduciary under this Agreement and therefore is responsible for the administration and oversight of the Service Center.

Exhibit B

BUDGET JUSTIFICATION

CENTER: TRITECH SBDC

YEAR: 2010 (August 25, 2009) Backup III-B-3  
August 17, 2010  
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DESCRIPTION	ESTIMATED COSTS			
	SBA	CASH MATCH	IN-KIND	TOTAL
<b>A. PERSONNEL</b>				
Key personnel costs	\$68,020	\$35,040	\$14,000	\$117,060
Part-Time Professional staff	\$115,273	\$59,383	\$9,000	\$183,656
Clerical staff	\$35,640	\$18,360	\$0	\$54,000
<b>Total Salaries &amp; Wages</b>	<b>\$218,933</b>	<b>\$112,783</b>	<b>\$23,000</b>	<b>\$354,716</b>
<b>B. FRINGE BENEFITS</b>				
Fringe Benefits (42%)	\$36,844	\$18,980	\$2,000	\$57,824
<b>Total Fringe Benefits</b>	<b>\$36,844</b>	<b>\$18,980</b>	<b>\$2,000</b>	<b>\$57,824</b>
<b>C. TRAVEL</b>				
In-State				\$0
Mileage @\$ .485 / mile	\$1,500	\$0	\$0	\$1,500
Other In-State:				
State Meetings	\$1,700	\$0	\$0	\$1,700
ASBDC Meeting	\$0	\$0	\$0	\$0
Unplanned Out-of-State (Out-of-Region)	\$0	\$0	\$0	\$0
<b>Total Travel</b>	<b>\$3,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,200</b>
<b>D. EQUIPMENT</b>				
	\$3,000	\$0	\$0	\$3,000
<b>Total Equipment</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,000</b>
<b>E. SUPPLIES</b>				
General office, operational and computer supplies	\$1,200	\$10,002	\$0	\$11,202
<b>Total Supplies</b>	<b>\$1,200</b>	<b>\$10,002</b>	<b>\$0</b>	<b>\$11,202</b>
<b>F. CONTRACTUAL</b>				
	\$0	\$0	\$0	\$0
<b>Total Contractual</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>G. CONSULTANTS</b>				
Specialized Consulting	\$0	\$0	\$1,500	\$1,500
<b>Total Consultants</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500</b>	<b>\$1,500</b>
<b>H. OTHER</b>				
Accounting Services				\$0
Advertising/Comm. Outreach	\$0	\$8,235	\$6,750	\$14,985
Conference Fees/ASBDC Dues	\$0	\$0	\$0	\$0
Communications	\$1,920	\$0	\$0	\$1,920
Copying	\$395	\$0	\$0	\$395
Data Processing	\$0	\$0	\$3,730	\$3,730
Events	\$0	\$0	\$0	\$0
Facilities	\$21,600	\$0	\$0	\$21,600
Insurance	\$0	\$0	\$0	\$0
Internet Media	\$0	\$0	\$0	\$0
Library Purchases	\$1,000	\$0	\$0	\$1,000
Marketing	\$0	\$0	\$0	\$0
Minor Equipment	\$300	\$0	\$0	\$300
Office Equipment Repair & Maintenance	\$300	\$0	\$0	\$300
Postage	\$100	\$0	\$0	\$100
Printing	\$500	\$0	\$0	\$500
Professional Development	0	0	0	0
Publications	\$0	\$0	\$0	\$0
Software	\$0	\$0	\$0	\$0
<b>Total Other</b>	<b>\$26,115</b>	<b>\$8,235</b>	<b>\$10,480</b>	<b>\$44,830</b>
<b>I. TOTAL DIRECT COSTS</b>				
	<b>\$289,292</b>	<b>\$150,000</b>	<b>\$36,980</b>	<b>\$476,272</b>
Total Modified Direct (On-Campus)	\$149,180	\$88,948		\$238,128
Total Modified Direct (Off-Campus)	\$118,512	\$61,052		\$179,564
<b>Total Eligible Base</b>	<b>\$267,692</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$417,692</b>
<b>J. Indirect Costs</b>				
J. Indirect Rate (4%)	\$10,708			\$10,708
Waived Indirect - On-Campus (36.5%)			\$80,950	\$80,950
Waived Indirect - Off-Campus (20.5%)			\$32,070	\$32,070
<b>Total Indirect Costs</b>	<b>\$10,708</b>	<b>\$0</b>	<b>\$113,020</b>	<b>\$123,727</b>
<b>TOTAL BUDGET</b>	<b>\$300,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$599,999</b>

**SMALL BUSINESS DEVELOPMENT CENTER**

**FY/CY 2010**

**PROGRAM ANNOUNCEMENT FOR RENEWAL OF THE COOPERATIVE AGREEMENT FOR CURRENT  
RECIPIENT ORGANIZATIONS**

**NO. OSBDC – 2010 – 01 FOR FY 2010**

**&**

**NO. OSBDC – 2010 – 02 for CY 2010**

**In order to be eligible as a Host Institution, any applicant must be a current recipient of SBA OSBDC funding. For-profit businesses are not eligible for this award.**

**Fiscal Year Proposals are to be posted to [www.grants.gov](http://www.grants.gov) by 9 P.M. E.S.T. on July 23, 2009**

**Calendar Year Proposals are to be posted to [www.grants.gov](http://www.grants.gov) by 9 P.M. E.S.T. on August 27, 2009**

**U.S. SMALL BUSINESS ADMINISTRATION**

**OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS  
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**SMALL BUSINESS DEVELOPMENT CENTER  
PROGRAM ANNOUNCEMENT**

**SECTION I. – FUNDING OPPORTUNITY DESCRIPTION**

**A. PROGRAM OVERVIEW**

1. Federal Agency Name: U. S. Small Business Administration, Office of Small Business Development Centers
2. Funding Opportunity Title: Office of Small Business Development Centers Program Announcement
3. Announcement Type: Initial
4. Funding Opportunity Number: Program Announcement # SBDC-2010-0001 or SBDC-2010-0002
5. CDFA Number: 59.017
6. Closing Date for Submissions: July 23, 2009 Proposal due to the OSBDC via electronic submission on **www.grants.gov** at 9 p.m. EST for Announcement No. OSBDC-2010-01; August 27, 2009; Proposal due to the OSBDC via electronic submission on **www.grants.gov** at 9 p.m. EST for Announcement No. OSBDC-2010-02
7. Authority: Small Business Act, Section 21(c)(3)(T) and Section 27 (15 U.S.C. §§ 648(c)(3)(T) and 654) (Title IX of Public Law 105-277, Public Law 108-447)
8. Funding Instrument: Cooperative Agreement
9. Funding: Funding is for fiscal 2010 or calendar 2010
10. Award Amount/Funding Range: Section 21 of the Small Business Act sets forth a formula by which funds are to be distributed among the States. This formula, for the most part, rests upon a per capita basis, subject to the amount of an appropriation in any given fiscal year. The preliminary funding amount for the SBDC program for fiscal 2010 is \$104,500,000.00. The recipient organization receiving the Cooperative Agreement is required to match funding received on a 1:1 ratio. Match may also come through the SBDC network.
11. Project Duration: SBA intends to continue to fund the SBDC program annually, subject to availability of funds. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance, improper activity affecting the operation and integrity of the SBDC, a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement (see 13 CFR

130.700) as incorporated into the Cooperative Agreement or has been denied Accreditation.

12. Project Starting Date: Approximately 90 days after closing date, but no later than October 1, 2009 for Announcement No. OSBDC-2010-01 and January 1, 2010 for Announcement No. OSBDC-2010-02
13. Proposal Evaluation: Proposals will be reviewed for sufficiency in meeting the requirements of the program as defined in 13 CFR 130.340. SBA may ask applicants for clarification on the technical and cost aspects of proposals.

## **B. INTRODUCTION AND PURPOSE**

### **1. INTRODUCTION**

The Small Business Development Center (SBDC) Program is the U.S. Small Business Administration's (SBA's) largest matching grant-funded service delivery network providing quality customer service to the small business community. The SBDC program has 63 recipient organizations known as Lead Centers—one in each state (four in Texas and six in California), the District of Columbia, Puerto Rico, the Virgin Islands, Guam and American Samoa and their corresponding Service Center networks. The SBDC program is a broad-based system of assistance for the small business community linking the resources of federal, state and local governments with the resources of the educational community and the private sector. In partnership with SBA's Office of Small Business Development Centers (OSBDC) and district offices, the SBDCs develop programs and provide business management and other services that enhance the economic development goals and objectives of SBA and their respective states and their local funding partners.

### **2. PURPOSE**

The SBDC Program is designed to provide high quality business and economic development assistance to small businesses and nascent entrepreneurs (pre-venture) in order to promote growth, expansion, innovation, increased productivity and management improvement. SBDCs must work collaboratively with assistance from SBA's District Offices to coordinate their efforts to expand services and avoid duplication, particularly with other SBA-funded programs such as Women Business Centers (WBCs), SCORE, Veterans Business Outreach Centers (VBOCs) and U.S. Export Assistance Centers (USEACs). Where the SBDCs are located in communities with these resource partners, the SBDCs will coordinate with them in offering training and other forms of assistance to their clients. SBDCs are encouraged to fully utilize the resources of other federal, state and local government, academic and private sector programs concerned with aiding small businesses in order to provide seamless but not duplicative business development assistance at every stage of their growth.

### **3. AUTHORIZING LEGISLATION**

The Small Business Development Center (SBDC) Program is sponsored and partially funded by the U.S. Small Business Administration (SBA). Governed by Section 21 of the Small Business Act, 15 U.S.C. § 648, and federal regulations, 13 C.F.R. Part 130. Although SBA is responsible for the general management and oversight of the SBDC program, a partnership exists between SBA and the recipient organization for the delivery of assistance to the small business community. SBDCs, under Section 21 of the Small Business Act (15 U.S.C. § 648), are required to provide counseling and training to small businesses including working with the SBA to develop and provide informational tools to support business start-ups and existing business

expansion. In addition, pursuant to 13 CFR §130.340(c), SBA has identified certain Special Emphasis Groups (as defined in Section VIII, Part D, "Definitions"), to be targeted for assistance by SBDCs.

Per Section 21 of the Small Business Act, the national SBDC program is directed by the Associate Administrator for SBDCs (AA/SBDCs) under the direction of the Associate Administrator for Entrepreneurial Development (AA/ED). The local SBA District Director (DD) is the primary contact for local direction of the delivery of services to the small businesses in each District Office area, and for monitoring and overseeing the SBDC Cooperative Agreement and the ongoing local operations. Therefore, the district director has the authority and is directly responsible for negotiating the Cooperative Agreement that will effectively deliver the services and achieve agency goals.

## **C. PROGRAM REQUIREMENTS**

### **1. DEFINITIONS**

Definitions are incorporated in Section VIII - Other Information.

### **2. PERFORMANCE MEASUREMENTS**

SBA, along with the other Federal Government agencies, is increasingly more focused on proven results; short- and long-term planning and performance-based budgeting as measured by achievement of negotiated and agreed upon goaled outputs and outcomes. SBDCs are expected to provide in-depth, substantive, longer-term, outcome-oriented counseling and training resulting in substantial economic impact as measured by successful creation and retention of businesses and jobs, capital infusion and increased company revenues.

SBA and the SBDCs have jointly identified the following performance measurements for the SBDC program:

- Number of Single-year, Long-Term Clients (5 hours or more of counseling, contact and prep time);
- Number of Multi-year, Extended-Engagement Clients (5 hours or more of counseling, contact time only);
- Number of new businesses created; and
- Dollar Amount of Capital Infusion which includes SBA loans, non-SBA loans and equity investment.

Data for these performance measurements are collected through EDMIS. Annual goal numbers are negotiated with local district directors as part of the proposal submission process and, when approved by OSBDC, are incorporated into the Notice of Award. Approval of goals consists of OSBDC mapping the 63 network goal numbers with the most recent census, federal funding or other appropriate indexing tool/data to determine whether the goals developed correlate appropriately to population, business distribution and/or other factors. Where there are outliers, OSBDC will work with district directors and the affected SBDC to ensure an immediate change or to phase in, over an appropriate time period, the attainment of ideal milestone goals. While SBA loans are to be counted towards the SBDC capital infusion goal, SBDCs are not to be held accountable for SBA specific loan goals.

The Association of Small Business Development Centers (ASBDC) Accreditation Standards 4.1, 4.2 and 7.0 relate to the goals set forth above.

Additionally, SBA has set the following as important priorities for SBDC recipients in FY/CY 2010:

- ❖ Participation in SBA's economic stimulus and other economic recovery initiatives or programs
- ❖ Increased focus on the following to be reported on in Section VI, B:
  - technology assistance -
    - ❖ providing information and assistance to small businesses to increase their utilization of technology to improve business efficiency

- ❖ focusing and targeting SBDC assistance to innovative science and technology companies to enhance their high growth potential
- working with faith-based and other neighborhood organizations as appropriate
- providing contracting and procurement assistance, including 8(a) and veteran clients
- providing assistance to veterans including:
  - ❖ marketing SBA’s Military Reservist Economic Injury Disaster Loan program and
  - ❖ the Yellow Ribbon Reintegration Program
- ❖ Continued participation in the ongoing three-year longitudinal ED Impact Survey through cooperation with SBA’s contractor(s) – particularly the provision of client data. Non-participation will constitute a finding under SBA programmatic reviews.
- ❖ Enhanced on-line service delivery of SBDC services and use of web-based training as part of service portfolio.
- ❖ SBDC Lead Centers, as appropriate, should pursue a technology designation to provide a higher level of technology services to their clients and include a plan for achieving this as part of the application narrative.
- ❖ Participation with SBA/ASBDC in developing and assessing counselor core competencies future nationwide

### **3. SBDC PROGRAM DETAILS**

The statewide or region-wide SBDC organization is referred to as the “Lead Center”–and manages and administers the small business assistance network, consisting of the Lead Center and its Service Centers.

The purpose of this cooperative agreement is to provide high quality business and economic development assistance (as defined by 13 CFR 130.340) to small businesses and prospective small businesses in order to promote growth, expansion, innovation, increased productivity and management improvement.

The SBDCs must employ their best efforts to ensure that their economic development and technical assistance services are available to all small business populations, including special emphasis groups [13 CFR 130.340(c)] such as minorities, women, Native Americans, 8(a) firms in all stages, veterans and service-connected disabled veterans, military reservists called to or who may be called to active duty, people with disabilities, individuals currently and formerly receiving public assistance, individuals in low and moderate income urban and rural areas and individuals located in HUB Zones. (See also Section VIII – part D, “Guidelines”).

Services to be provided by an SBDC must be negotiated with the SBA district office on an annual basis and must include the goals and initiatives of the SBA Administrator. The services provided must include statutory service requirements. Such services shall include the activities of the Lead Center (applicant) and all participating network members. Each applicant will be accountable to SBA for performing all services included in its proposal.

#### **a. Statutorily Required Services**

SBDCs are required to provide the following services:

##### **(1) On a non-fee basis, one-on-one confidential counseling:**

- ❖ Working with individuals to increase awareness of basic credit practices and credit requirements.
- ❖ Working with individuals to develop business plans, financial packages, credit applications and contract proposals.



- ❖ Working with the Administration to develop and provide informational tools to assist individuals with pre-business startup planning, existing business expansion and export planning.
- ❖ Working with individuals referred by the SBA District Offices and SBA participating lenders. (Note: Providing any preferential treatment to clients of any specific lender is prohibited, as is the SBDC's acceptance of payment for the provision of counseling services.)
- ❖ SBDCs must have counselor resources available to meet the needs of entrepreneurs throughout the SBDC's designated service territory.

**(2) Technology transfer, research and development**

- ❖ Assisting in technology transfer, research and development, including applied research and coupling from existing sources to small businesses, such as:
  - ❖ Working to increase the access of small businesses to the capabilities of automated flexible manufacturing systems.
  - ❖ Working through existing networks and developing new networks for technology transfer;
  - ❖ Encouraging partnerships between the small business and academic communities to help commercialize university-based research and development;
  - ❖ Introducing university-based engineers and scientists to their counterparts in small technology-based firms; and
  - ❖ Exploring the viability of developing shared production facilities under appropriate circumstances.

**(3) Rural Assistance**

- ❖ Assisting small businesses in rural areas in an effort to increase their participation in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs, in cooperation with the U.S. Department of Commerce (DOC) and other relevant federal agencies.
- ❖ The SBDCs may develop marketing and production strategies that will enable the rural businesses to better compete in the domestic market, provide technical assistance needed by rural small businesses, make available managerial assistance to rural small business concerns and provide information and assistance in obtaining financing for business startups and expansion.

**(4) Export Assistance:**

In cooperation with SBA's Office of International Trade, the Department of Commerce and other relevant federal agencies –

- ❖ assist small businesses in exporting by identifying and developing potential export markets,
- ❖ facilitating export transactions,
- ❖ developing trade linkages between U.S. and foreign small business firms,
- ❖ assisting small businesses to participate in international trade shows,
- ❖ assisting small businesses in obtaining export financing; and
- ❖ facilitating the development or reorientation of marketing and production strategies.
- ❖ Where appropriate, the SBDC and the SBA may work in cooperation with state governments to establish a state international trade center for these purposes.
- ❖ Developing a program in conjunction with the U.S. Export Assistance Centers and local and regional SBA offices that will enable SBDCs to serve as an information network and to assist small business applicants for trade finance programs, and otherwise identifying and helping to make available export financing programs to small businesses.
- ❖ Working with SBA's USEAC personnel to conduct Export Trade Assistance Partnership (E-TAP) programs to help increase small business participation in international trade.
- ❖ Working closely with the small business community, small business consultants, state agencies, universities and other appropriate groups to make translation services more readily available to small business firms doing business, or attempting to develop business, in foreign markets.

- ❖ The SBDC may provide small business owners with access to a wide variety of export-related information by establishing on-line computer linkages between SBDCs, U.S. Export Assistance Centers, the Department of Commerce (www.export.gov) and their respective informational international trade databases.

**(5) Base Closure Assistance:**

- ❖ Assisting small businesses to develop and implement strategic business plans to timely and effectively respond to the planned closure or reduction of a Department of Defense (DOD) facility within the community, or actual or projected reductions in such firms' business base due to the actual or projected termination or reduction of a DOD program or a contract in support of such program.

**(6) Regulatory Compliance:**

- ❖ Maintaining current information concerning environmental, energy, health, safety and other federal, state, and local regulations that affect small businesses and counseling small businesses on methods of compliance.
- ❖ Counseling and technology development shall be provided when necessary to help small businesses find solutions for complying with environmental, energy, health, safety and other federal, state and local regulations.
- ❖ Developing information publications, establishing resource centers of reference materials, making appropriate referrals to the SBA's Office of the National Ombudsman and distributing compliance guides published under section 212(a) of the Small Business Regulatory Enforcement Fairness Act of 1996, PL 102-121.

**(7) Specific Informational needs:**

Providing specific informational needs and assistance, including:

- ❖ Coordinating and conducting research into technical and general small business problems for which there are no ready solutions.
- ❖ Providing access to comprehensive physical and/or electronic libraries that contain current information and statistical data needed by small businesses.
- ❖ Maintaining a working relationship and open communications with financial and investment communities, legal associations, local and regional private consultants and local and regional small business groups and associations in order to help address the various needs of the small business community.
- ❖ Conducting in-depth surveys for local small business groups in order to develop general information regarding the local economy and general small business strengths and weaknesses in the locality.
- ❖ Using and compensating qualified small business vendors, including but not limited to, private consulting engineers and private testing laboratories to provide services to small businesses.
- ❖ Maintaining lists of local and regional private consultants to which small businesses can be referred.
- ❖ Providing information and assistance to small businesses about establishing Drug-Free Workplace programs.

**b. SBA REQUIRED SERVICES**

It is acknowledged that SBDCs receive funding from and must meet the mandates of its other funding sources. Despite these mandates SBA district directors and SBDC Lead Center directors should negotiate services to meet local needs as identified by a periodic needs assessment and integration of the results into the SBDC strategic plan for services including:

**(1) Entrepreneurial Development Services**

- ❖ Assisting manufacturing workers interested in starting their own business and working closely with the U.S. Department of Commerce, National Institute of Standards and Technology's Manufacturing Extension Partnership (MEP) Program to assist small manufacturers.
- ❖ Providing programs focused on existing businesses to assist them with growth and expansion.
- ❖ Developing, facilitating and/or leveraging appropriate distance learning programs and/or initiatives that can be utilized by small business clients, and where appropriate, other SBA resource partners.
- ❖ Using market research tools such as the SBDC Clearinghouse, also known as the SBDCNet, to assist in serving the needs of the small business community.
- ❖ Developing economic recovery programs and plans which include counseling of small business owners on ways and means to strengthen on-going businesses
- ❖ Economic Development Involvement
- ❖ Participating in and actively supporting community development in the SBDC's area of geographic responsibility. This includes coordination and involvement with all levels of government – federal, state and local in support of initiatives that strengthen the infrastructure of the community and ensure stability and equality in community-based economic growth and development. The private sector, including business and professional organizations, should be invited to become stakeholders in the development of the community. SBDCs should act as catalysts to initiate development projects beneficial to the community as a whole.

**(2) Government Contracting Assistance**

- ❖ Providing information and assistance to small business owners interested in pursuing federal, state and local prime contract and subcontract opportunities, including promoting SBA's SBIR and STTR programs.
- ❖ Advising and assisting small business owners in developing and executing effective marketing and sales plans for targeting federal prime contracts.
- ❖ Working cooperatively with the Procurement Technical Assistance (PTAC) program.
- ❖ Helping 8(a) firms either directly or through the applicant's affiliate in the area of contract education and assistance.

**(3) Access to Capital and Other SBA Programs**

- ❖ Providing financial packaging and other financial counseling assistance; including assistance for disaster loans including the Military Reservist Economic Injury Disaster Loan program, Community Express, Export finance programs, Patriot Express and ARC finance programs.
- ❖ Providing access to tools and initiatives offered by SBA's Office of Veterans Business Development (OVBD).
- ❖ Informing small business contractors about SBA's Surety Bond Guarantee Program.
- ❖ Supporting the SBA Center for Faith-Based and Community Initiatives, as appropriate.

**(4) Underserved Markets**

- ❖ Providing outreach and service delivery to rural populations.
- ❖ Providing outreach and service delivery to new immigrant populations.
- ❖ Providing outreach and service delivery to urban and inner city populations.

The public documents mentioned herein identify target program goals and performance measures and link their achievement with the budget process. As participants in a grant program of the SBA, SBDCs should be familiar with overarching Administration and agency goals including:

- Government Performance and Results Act (GPRA)  
([http://www.sba.gov/aboutsba/budgetsplans/SERV\\_ABTSBA\\_BUDGETS\\_PAR2007.html](http://www.sba.gov/aboutsba/budgetsplans/SERV_ABTSBA_BUDGETS_PAR2007.html));
- SBA Five-Year Strategic Plan  
([http://www.sba.gov/idc/groups/public/documents/sba\\_homepage/serv\\_strategic\\_plan\\_2006.pdf](http://www.sba.gov/idc/groups/public/documents/sba_homepage/serv_strategic_plan_2006.pdf));

- The Budget of the U.S. Government, Fiscal Year 2010 – SBA’s Annual Plan (<http://www.whitehouse.gov/omb/budget/fy2010>); and
- Goals and other requirements identified as part of the Office of Management and Budget (OMB) Program Assessment Rating Tool (PART) Evaluation process (<http://www.whitehouse.gov/omb/part/index.html>).

## **SECTION II. – AWARD INFORMATION**

### **A. GENERAL AWARD INFORMATION**

#### **1. PROJECT START DATE**

The project start date is October 1, 2009 for states/regions responding to Announcement No. OSBDC-2010-01 and January 1, 2010 for states/regions responding to Announcement No. OSBDC-2010-02.

#### **2. PROJECT DURATION**

The period of performance for this grant is one year, with a corresponding one year budget period. The applicant organization may continue to receive annual SBDC Cooperative Agreements in future fiscal/calendar years, subject to continued program authorization, availability of funds, satisfactory performance and full accreditation.

### **B. FUNDING INFORMATION**

#### **1. FUNDING**

Funding is subject to the availability of funds and the requirements enumerated in the Small Business Act. In the event that the SBA is operating under a Continuing Resolution (CR) at the time of award, funding will be available during the period of the CR to the extent that funds are provided to the SBA, for this purpose, by the Office of Management and Budget. The amount available under the period of the CR may be less than the pro rata total anticipated amount of award.

#### **2. FUNDING INSTRUMENT**

The SBDC funding instrument is the Cooperative Agreement.

#### **3. FUNDING RANGE**

Section 21 (a) (4) (C) of the Small Business Act sets forth a formula by which funds are to be distributed.

There will be a combined total of 63 awards made for FY/CY 2010 under OSBDC 2010-01 and OSBDC 2010-02.

#### **4. CANCELLATION**

SBA reserves the right to cancel this Announcement, in whole or in part, at the Agency's discretion.

#### **5. CONTINUATION OF FUNDS**

SBA intends to continue to fund the SBDC program annually, subject to availability of funds and the continued interest of the host. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance, as measured by SBA. Poor performance is indicated by unsatisfactory oversight reviews (Program, Financial), Accreditation issues improper activity affecting the operation and integrity of the SBDC, and/or a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement (see 13 CFR 130.700)

### **C. MATCH REQUIREMENT**

The organization receiving the Cooperative Agreement is required to match federal funding on a 1:1 ratio. Cash match in an amount not less than 50 percent of the federal funding is required. The remainder may be in the form of indirect and/or in-kind match. No portion of the match may be from federal sources (except applicable Community Development Block Grant funds). Program income (i.e. fees collected from clients and/or attendees for training) is also excluded as a source of matching funds.

### **SECTION III. – ELIGIBILITY INFORMATION**

#### **A. ELIGIBLE APPLICANTS FOR THIS COOPERATIVE AGREEMENT (MANDATORY REQUIREMENTS)**

The eligible entities are defined in 15 USC 648 which states:

That after December 31, 1990, the Administration shall not make a grant to any applicant other than an institution of higher education or a Women’s Business Center. Section 648 also states that the Administration shall require any applicant for a Small Business Development Center grant with performance commencing on or after January 1, 1992 to have its own budget and to primarily utilize institutions of higher education and Women’s Business Centers operating pursuant to section 656 of this title to provide services to the small business community.

Any organization which currently has an SBDC Cooperative Agreement with SBA’s Office of Small Business Development Centers remains eligible.

#### **B. INELIGIBLE APPLICANTS FOR THIS COOPERATIVE AGREEMENT**

The following applicants will automatically be considered ineligible and their applications will not be evaluated:

Any organization which does not currently have an SBDC Cooperative Agreement with SBA’s Office of Small Business Development Centers.

This includes, but is not limited to, entities identified in 13 CFR 130.200.

### **SECTION IV. – APPLICATION AND SUBMISSION INFORMATION**

#### **A. REQUIRED APPLICATION FORMAT**

Proposals may be submitted for one year or for three years. Proposals must include the information listed in the following chart appropriate for the project year. An electronic copy of the proposal, for each twelve month budget period, must be provided to the SBA District Office for review and negotiation prior to submission to grants.gov. Following final negotiation with the district office, all proposals (narrative and forms) must be submitted electronically via [www.grants.gov](http://www.grants.gov). Hard copy or other submissions will not be accepted. Specific application instructions, including those for file formatting, are provided at [www.grants.gov](http://www.grants.gov). Some forms as noted in the following description of attachments are provided in the grants.gov application package for this funding opportunity. Others, as indicated, are available at [www.sba.gov/sbdc](http://www.sba.gov/sbdc). To retrieve these forms use the hyperlink provided (SBDC Forms and Worksheets) which will direct you to the location on the OSBDC webpage. Or insert “[www.sba.gov/aboutsba/sbaprograms/sbdc/funding/sbdc\\_funding\\_opps.html](http://www.sba.gov/aboutsba/sbaprograms/sbdc/funding/sbdc_funding_opps.html)” in your web browser and click on Forms and Worksheets. List the attachments included in your proposal submitted through [www.grants.gov](http://www.grants.gov). Complete header section containing name of SBDC, etc. when preparing this list (See Section IV, B).

### PROPOSAL ATTACHMENTS CHART

	Single Year Proposal	Multi Year Proposal	
		Year One	Year Two and Three
List of Attachments submitted through grants.gov	√	√	√
Intent to Renew Option	√	√	√
Letter from SBA District Office	√	√	√
Narrative	√	Prepare for the three year period	Provide changes related to the service delivery approach; new SBA/SBDC priorities; schedule of holiday closures; a list of new employees, their positions, and resumes
Planned Milestone Accomplishments	√	Submit for first year only	Update as necessary, provide revised goals for program year
SBDC Network Listing	√	√	√
Application for Federal Assistance SF-424	√	Provide for initial year. Also include two separate SF-424s for the optional year budget periods	√
Budget Information Non-Construction Programs SF-424A	Submit for Lead Centers (and each Service Center if standard SBDC Budget Justification format is not submitted)	Submit for Lead Centers (and each Service Center if standard SBDC Budget Justification format is not submitted)	Sections A, B, C, D and E should be completed for the corresponding 12-month budget period for the network, Lead Center and each Service Center (if standard SBDC Budget Justification format is not submitted).
SBDC line-item Budget Justification with Narrative and Center Personnel List	Submit for Lead and each Service Center	Submit for Lead and each Service Center	Submit for Lead and each Service Center.
Indirect Cost Rate Agreements	Submit for lead and Service Centers claiming indirect costs	Submit for Lead and Service Centers claiming indirect costs	Submit only if provisional rate has changed at center
Indirect Cost Allocation Worksheet	√	√	Submit if provisional rates have changed
Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions SBA Form 1623	√	√	
Certification Regarding Drug-Free Workplace Requirements	√	√	
Certification Regarding Lobbying SBA Form 1711	√	√	
Disclosure Form SF-LLL	√	√	
Cash Match and Program Income Certification Form	√	√	√
Cost Sharing Proposal SBA Form 1224	√	√	
Assurances Non-Construction Programs SF-424B	√	√	

**NOTE: Intent to Renew.** In the spring of each year the Program Announcement will be made available on [www.grants.gov](http://www.grants.gov) and will indicate any programmatic changes or budgetary revisions that need to be made to original proposal submitted to OSBDC. SBDCs wishing to exercise a renewal option must e-mail or fax the Letter of Intent to Renew to the program manager in OSBDC by the appropriate date as listed on the submission date page of this Program Announcement.

## **1. PROGRAM INFORMATION**

**SBA Proposal Processing.** All SBDC funding proposals must be reviewed by and receive concurrence from the SBA district office(s) (District Director and/or Project Officer) in their geographic territory in advance of submission to OSBDC via [www.grants.gov](http://www.grants.gov) by the dates specified in this Program Announcement. A concurrence letter from the SBA District Director must be included in the proposal. If multiple SBA district offices are in the geographic area of the SBDC, one SBA district office project officer serves as the designated primary point of contact for the SBDC. That SBA project officer must obtain the concurrence and signature of all SBA district directors in the geographic territory before forwarding the proposal to headquarters (OSBDC). Within statutory and regulatory boundaries, goals must be jointly negotiated and agreed upon with the full participation of the District Director(s) and the SBDC Lead Center Director.

After the proposal has been received by OSBDC, and final approval obtained by the AA/OSBDC, all submission and/or revisions (if any) will be reviewed for programmatic and financial content and sufficiency by the appropriate OSBDC program manager and grants management specialist. SBDCs will be contacted by OSBDC if there are unresolved issues in the proposal/submission. If there are no programmatic issues to be resolved, the SBA program manager will recommend approval to the grants management specialist. The grants management specialist will review the budget and all fiscal documentation. Once determined that all costs are in compliance with applicable OMB cost principles, the grants management specialist will process and issue the Notice of Award.

- a. **Program Narrative** (Provide this information in an attachment not to exceed 50 pages and the pages must be numbered.) The following must be included as part of this narrative:

- **Program Management**

Provide a brief summary describing:

1. the service area of the Lead and Service Centers;
2. the methodology and justification for the service area resources distribution using, but not limited to, multiple factors such as population or business census, population/counselor distribution formulas, etc.);
3. correlation of resource distribution to needs assessment studies; and
4. the management and coordination of the SBDC throughout the state or area being served.

If applicable, describe plans for the addition of any new Service Centers or programs. As part of the management strategy, describe the staffing plan including management strategy for vacancies (interim measures and acceptable vacancy timeframes), general staffing policy as it pertains to key personnel (Lead Center directors and associate directors), desirable client wait time for counseling assistance and changes you anticipate making in the coming year. (Applicants applying for initial funding must describe how the SBDC plans to provide total state or regional coverage during a three-year period.) This section should include an explanation of the funds allocation philosophy and plans, if any, to adjust current funds distribution in accordance with that philosophy.



- **On-line Client Services**

Recipient organizations must submit a project plan which uses web-based technology for direct client service delivery. Applicant organizations should review their level of web-based service delivery as defined by SBA in Section VIII, Part E of this Announcement. As part of the proposal narrative, applicants should describe how on-line service delivery is incorporated into their overall service delivery plan. Where possible and to reduce duplicative efforts, SBA's Small Business Training Network (SBTN) at "[www.sba.gov/training](http://www.sba.gov/training)" should be used for on-line training. The project plan for online services should describe the current level of service and/or the approach being taken to progress to a higher level. This discussion should include the planned operating environment and the process to be taken to achieve it, including timelines, benchmarks, anticipated results, resources and budget.

- **Organization and Structure**

Include an organizational chart for the total SBDC network. The chart must indicate the positioning of the Lead Center within the applicant organization and the department or division and person to whom the SBDC Lead Center Director reports.

- **Program Objectives**

Provide a brief summary of major program objectives and ongoing programs, highlighting any new programs, special projects or activities. To facilitate reporting, categorize the information presented using the reporting titles listed in Section VI, Part B to the extent possible. (Success stories do not need to be included in the proposal.)

- **SBDC Scheduled Closures**

Provide a listing of all scheduled SBDC Lead Center and Service Center closures, whether for holidays or shutdown of the recipient organization. Anticipated closures shall be included in the annual renewal application. Emergency closures shall be reported to the SBA project officer as soon as feasible to do so. SBDC service providers shall be open during the normal business hours of their sponsoring SBDC organizations.

- **Advisory Board**

Each SBDC must establish an advisory board in accordance with 15 U.S.C. 648(j). The proposal must include a list of the members of the SBDC statewide/region-wide advisory board, including their titles and a description of the board's responsibilities.

A majority of the advisory board members must be representatives from small businesses or associations representing small businesses located throughout the entire area of service. Veterans, women, minorities and Native Americans should be

represented, as appropriate. There should be regular periodic meetings each year. The SBA district director should be a non-voting member.

The reasonable cost of travel of any board member for official board activities may be paid out of the SBDC's budgeted funds. An SBDC's proposal must include the date of its board's most recent meeting.

- **Conflict of Interest Policy**

The proposal must include the SBDCs current -conflict of interest policy utilized throughout the SBDC network. See Section VIII, Part B, "Conflict of Interest" for guidance on content of the Conflict of Interest Policy.

- **Training**

The proposal must include a list of the types of training to be offered during the budget period. To assist SBA, categorize the types of events to be offered on a quarterly basis by topic per line ten of SBA Form 888. Recipients will be expected to provide the SBA project officer with a quarterly calendar of training or access electronically to comparable information.

- **Personnel Resumes**

The proposal must include resumes for any new key personnel directly employed by the SBDC (i.e., Lead and Service Center directors and special program directors).

- **Other Funds**

The proposal must fully describe any other federal or state small business assistance programs, contributions or grant funds (excluding foundation accounts) managed by the SBDC network outside the SBA Cooperative Agreement. Include the source and amount of funds provided by each organization and the purpose for which the funds have been provided.

The SBDC must maintain an updated list of funding sources and amounts for each source of funds received by the SBDC network including grants, contracts and contributions. In addition, for each source of funds, documentation regarding the name and phone number of the donor/contractor/grantor, the amount of funding, the intended purpose and any requirements, stipulations or deliverables must be maintained and made available during the biennial examination process.

SBDCs managing other small business programs outside the SBA Cooperative Agreement must maintain separate accounting/financial records to ensure a clear audit trail for the funds provided under the SBDC Cooperative Agreement. Costs may not be proposed or claimed for activities for the SBDC program, regardless of funding source, for which the scope of activity is inconsistent with this Program Announcement

In accordance with 15 U.S.C. 648(a)(5), the AA/SBDC must concur with all federal initiatives to be accomplished through the SBDC networks.

**b. Planned Milestone Accomplishments.** This spreadsheet is required from the Lead Center and shall separately list the goals for the Lead Center and all SBDC Service Centers, including specialty centers. The spreadsheet must include sections on "Major Program Objectives" and "Special Projects" for the network for each Service Center. The spreadsheet is available at "SBDC Forms and Worksheets."

**c. SBDC Network Listing.** Provide information for the Lead Center, SBDC Service Centers and each service location. This exhibit must be submitted in the provided format as an MS Excel file. Clearly indicate which SBDC locations are basic Service Centers and which are specialty centers, i.e., international trade, procurement. Lead Centers should also list SBDC website addresses and primary e-mail addresses. Changes to the Lead or Service Center locations or status should be provided to the OSBDC program manager and the SBDC project officer within ten days of such change. The spreadsheet is available at “SBDC Forms and Worksheets.”

**2. BUDGET INFORMATION**

Refer to Section IV, Part D "Budget Preparation and Funding" for additional instructions on how these forms are to be completed. OSBDC will provide SBDCs with projected funding levels to be used in budget preparation.

<b>Form</b>	<b>Instructions</b>	<b>Available at:</b>
Application for Federal Assistance (SF-424)	Please provide a complete street address. Do not use P.O. Box numbers.	grants.gov application package
Budget Information-Non-Construction Programs (SF-424A)	This form is required for Lead Centers (and Service Centers if the standard SBDC Budget Justification format is not submitted).	grants.gov application package
SBDC Budget Justification with narrative and Center Personnel List	This form is required for the Lead Center and each Service Center. <b>Information should be submitted in the format provided (see the Sample SBA Budget Justification at <a href="http://www.sba.gov/sbdc">www.sba.gov/sbdc</a>) PLEASE NOTE: All categories on the SBDC Budget Justification Form must be addressed in the Budget submission. If it is necessary to change this format due to local requirements provide an SF 424A for each Service Center in addition to this Form.</b> Include a list of key SBDC personnel and identify non-key positions by their titles in the SBDC Personnel List. See chart below for specific budget instructions.	SBDC Forms and Worksheets
Indirect Cost Rate Agreements negotiated with cognizant agency	These agreements are required for Lead Center and Service Centers claiming indirect costs.	
Indirect Cost Allocation Worksheet		SBDC Forms and Worksheets

**SBDC Budget Justification Instructions**

**The direct cost and indirect cost total must agree with the 424 and 424A.**

<b>Personnel:</b>	For each position of the SBDC, show federal, match, annual salary, number of months, level of effort in percentage and total amount used as the basis to estimate personnel costs. For key personnel, list name, position title and length of time current incumbent has held the position. For SBDC employees who are not key persons or personnel to be hired only position title is required.
<b>Fringe Benefits:</b>	Show fringe rates for full-time and part-time staff. Do not include fringe cost in the total amount required for personnel.
<b>Travel:</b>	Provide purpose for in state and out of state travel. For local travel not requiring preauthorization provide total anticipated mileage and mileage rate. For travel requiring preauthorization, itemize destinations, mode of transportation, airfare or other transportation rates, number of trips, and number of travelers. Prior approval of the SBA is required for foreign and unplanned out-of-state (not in approved budget) travel.
<b>Equipment:</b>	List items costing at least \$5,000 and having at least one year of useful life. . The recipient organization must maintain an inventory of equipment purchased with program dollars including cost, location, and detailed description of each item. Equipment inventory must be made available upon request of the SBA.
<b>Supplies:</b>	Show anticipated cost of supply items such as general office, operational, computer supplies, and other supply items costing less than \$5,000. The recipient organization must maintain an inventory of controlled supplies of higher dollar value or high potential for loss such as projectors, cell phones, furniture, etc., and it must be made available upon request of the SBA.
<b>Contractual:</b>	Should Service Center propose sub-contractual cost, please provide budget details, such as statement of work, number of hours and rate of pay. Separate budgets (i.e., form 424A and budget justifications) are only required for Lead Center subcontracts with individual Service Center. Do not show indirect cost on contractual line. Service Center indirect cost must be shown on line j column 4 of the 424A.
<b>Consultants:</b>	There may be an error on form 424A showing “construction” instead of “consultants” category. Please indicate consultants cost on that line for construction. Specify the consultant’s purpose and indicate the number of hours and rate of pay.
<b>Other:</b>	This category may include, but is not limited to computer software, copying, postage, printing, publications, subscriptions, dues; telephone, conference fees, and office space (indicate square footage and rate).
<b>Indirect cost:</b>	Indicate the indirect cost amount on budget justification line j and 424A, line 6j. Show indirect cost rate and method used to calculate indirect cost. You may obtain the Indirect Cost Allocation Worksheet from the SBDC website at <a href="http://www.sba.gov/sbdc">www.sba.gov/sbdc</a> . You may break out Lead Center Indirect vs. Contractual (Service Center) Indirect on line 23, Remarks. A copy of the Indirect Cost Rate agreement (ICR) approved by your cognizant agency for audits must be provided, including the signature page of the agreement to support indirect charges. A rate no higher than that approved under the ICR may be used to calculate indirect cost. Do not include indirect costs as cash match or as in-kind contributions. If the Lead or Service Center does not have an indirect cost rate agreement, please contact the project officer at the SBA district office.

### **3. CERTIFICATION FORMS AND ASSURANCES**

Form	Number	Available at:
Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions	SBA Form 1623	<a href="#">SBDC forms and worksheets</a>
Certification Regarding Drug-Free Workplace Requirements		<a href="#">SBDC forms and worksheets</a>
Certification Regarding Lobbying – must be completed by all applicants	SBA Form 1711	<a href="#">SBDC forms and worksheets</a>
Disclosure Form	SF-LLL	grants.gov application package
Cash Match and Program Income Certification Form – includes certification of program income on hand		<a href="#">SBDC forms and worksheets</a>
Cost Sharing Proposal	SBA Form 1224	<a href="#">SBDC forms and worksheets</a>
Assurances-Non-Construction Programs	SF-424B	grants.gov application package

### **B. TREATMENT OF PROPOSAL INFORMATION**

If the SBDC’s proposal contains confidential data, the SBDC must follow Part 102 of SBA’s regulations.

Unless otherwise specified, all financial, statistical, personnel and/or technical information and data which are furnished, produced or otherwise made available to the SBDC by its small business customers during the performance of this Agreement shall not be used for purposes other than performance of work under this Agreement. The above information received by the SBDC may be privileged and must not be released or disclosed by the SBDC without the prior written consent of the client unless otherwise required by law. If such information is requested in a legal proceeding, the SBDC must take the necessary precautions and legal recourse to protect privileged information.

P.L. 108-447, approved December 8, 2002, provides that client information can only be made available to SBA for legal enforcement action and financial audits. However, SBA is also allowed access to client data for obtaining program activity information or conducting client surveys.

No files or records will be removed from the premises of any government agency with which the recipient may work without the approval of the agency in possession of such documents. Publication of any information will be in accordance with OMB Circular A-110.

### **C. REQUIRED PROPOSAL SUBMISSION DATES**

**Each SBDC applicant is required to submit its proposal electronically via [www.grants.gov](http://www.grants.gov).** Because there are some pre-conditions for submitting applications via [www.grants.gov](http://www.grants.gov), applicants are advised to allow for appropriate time to register their organization, if they are not currently registered. Specific instructions are provided on grants.gov for registering.

To ensure timely re-funding of SBDC continuing applications, the following time frames have been established for the submission of proposals throughout the SBDC/SBA network. **Strict adherence to these time frames by both SBDC applicants and SBA personnel is imperative to allow the agency sufficient time to review and issue the Cooperative Agreement.**

## **SBDC Applicant's Timeline**

### **SBDCs funded on the federal FISCAL year**

July 9, 2009	Proposal due via electronic submission from the SBDC applicant to project officer in the SBA district office – project officer, district director and SBDC applicant complete proposal negotiations.
July 17, 2009	Project officer submits target goals to OSBDC
July 23, 2009	Proposal due to the OSBDC via electronic submission on <b>www.grants.gov</b> at 9 p.m. EST closing time for program manager's review; Letter of Recommendation for Funding due from the SBA district director to OSBDC via e-mail and submitted with the proposal package.
September 15, 2009	Final proposal due from the Program Manager to the Grants Management Specialist for processing of the grant award.
September 22, 2009	Continuation of funding letter due from SBA to recipient organization. Issuance of Notice of Award will be made within 90 days of notification to AA/OSBDC of the final program funding amount provided that a complete proposal has been received by the AA/OSBDC.
February 2, 2010	SBDC recipient organization must submit a Letter of Intent to apply for renewed funding to the AA/SBDC.

### **SBDCs funded on the CALENDAR year**

July 10, 2009	Proposed target goals submitted to project officer in the SBA district officer - project officer, district director and SBDC applicant complete target goal negotiations.
July 17, 2009	Project officer submits target goals to OSBDC.
August 14, 2009	Proposal due from the SBDC applicant to project officer via electronic submission in the SBA district office – project officer, district director and SBDC applicant complete proposal negotiations.
August 27, 2009	Proposal due to the OSBDC via electronic submission on <b>www.grants.gov</b> at 9 p.m. EST closing time for program manager's review; Letter of Recommendation for Funding due from the district director to OSBDC via e-mail.
October 28, 2009	Final proposal due from the program manager to the grants management specialist for processing of the grant award.
December 1, 2009	Continuation of funding letter due from SBA to recipient organization. Issuance of Notice of Award will be within 90 days of notification to AA/OSBDC of the final program funding amount, provided that a complete proposal has been received by the AA/OSBDC.
March 2, 2010	SBDC recipient organization must submit a Letter of Intent to apply for renewed funding to the AA/SBDC.

## **D. INTERGOVERNMENTAL REVIEW**

The SBDC program does not involve the mandatory payment of any matching funds from the state or local government and does not affect directly any state or local government. As appropriate, SBDC programs should comply with Executive Order 12372, "Intergovernmental Review of Federal Programs."

## **E. FUNDING RESTRICTIONS**

### **1. BUDGET PREPARATION & FUNDING**

#### **Administrative Requirements and Cost Principles**

SBA will supply federal assistance funds for the SBDC's operation. However, in order to qualify for assistance, the applicant (Lead Center) and/or its network participants, must provide, at a minimum, an additional amount (cash and in-kind match) equal to the federal dollars provided. Cash match in an amount not less than 50 percent of federal funding is required. The remainder may be indirect and/or in-kind match. No portion of the match may be from federal sources (except appropriate CDBG funds). Program income or fees collected from clients and/or attendees are also excluded from match. Cash match shall not include indirect costs, overhead costs or in-kind contributions.

When making sub-awards, administrative costs incurred for establishing technical needs, determining qualified candidates, issuing requests for bids, evaluating replies and selecting an awardee may be claimed as indirect costs according to 2 CFR Part 220 (OMB Circular A-21). The Circular allows these incremental Facilities and Administrative costs on the first \$25,000 to be claimed one time in the indirect cost base for each subcontract or sub-award. It is not appropriate to claim these costs when obtaining annual funding to continue the sub-award. These costs only may be claimed when an open, competitive bidding process was involved in issuing the sub-award that included the aforementioned administrative costs.

SBDCs are governed by CFR 2 Part 215 (OMB Circular A-110) or 13 CFR Part 143 for administrative procedures and 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 225 (OMB Circular A-87), or 2 CFR Part 230 (OMB Circular A-122) for cost principles.

#### **Budget Preparation**

SBDCs submitting multi-year proposals must refer to Section IV, Part A "Required Application Format", for specific procedures.

The budget proposal must also show the total cost of the program as proposed in Section B of SF-424A (rev. 7/97). Such costs include personnel, fringe benefits, travel, consultants, equipment, supplies, and contractual costs. (Refer to SF- 424A, "Budget Information-Non-Construction Programs" Rev. 7/97) and budget justification instructions).

Although "Program Income" is shown on the Standard Form 424 (Application for Federal Assistance) it must not be added into the "Total Estimated Funding" – line f – of the Standard Form 424. Do not complete the "Program Income" line on the Standard Form 424A (Budget-Information – Non-Construction Programs) as it is not to be added into 6.k. Additionally, program income costs must not be included with costs totaled within the budget narrative.

For those SBDCs operating separate International Trade Centers, Procurement Centers or other specialty type centers as part of the Cooperative Agreement, the budget proposal must include a separate budget and milestone chart.

### **Travel**

The budget proposal must include a description of the out-of-state (region) travel proposed, indicating estimated costs, number of persons traveling, and purpose of travel.

All travel performed as part of this Agreement must be in accordance with SBDC program objectives and in compliance with the recipient's travel policy and governed by 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122), or 2 CFR Part 225 (OMB Circular A-87), as applicable. (Refer to Section VIII - Advance Understandings for prior approval requirements governing out-of-country travel.)

### **Payment of Dues**

The budget proposal must also show the total amount of Cooperative Agreement funds (both federal and non-federal) the SBDC intends to allocate for payment of dues to professional associations, including the ASBDC. **All dues allocated for membership in the ASBDC and/or other professional associations must be thoroughly documented and justified and include a detailed explanation of the benefits to the SBDC program derived from this expenditure.** Where federal funds have been used to pay Association dues, the SBDC must be able to document that the expenditure was reasonable and necessary to the SBDC based upon the benefits derived. In addition, all memberships purchased with project funds must be in the name of the recipient rather than in the name of an individual.

### **Lobbying**

There is a broad federal restriction on all grantees of the Federal Government, which prohibits the use of federal appropriated funds to lobby Congress or agencies concerning certain specified federal actions. [31 U.S.C. § 1352 (also known as the Byrd Amendment)] In addition, 2 CFR Part 230 or 2 CFR Part 220 (OMB cost circulars (A-122 at §25 and A-21 at §24 )) provide that lobbying activities are generally unallowable costs. Reference should be made to the OMB Circulars, which set forth the unallowable activities as well as the limited activities that are allowed.

### **Treatment of Service Center Costs**

The budget must specify which costs will be paid by federal dollars, cash- and non-cash match. This applies to costs incurred by Service Centers as well as recipient costs.

The budget proposal must describe the financial resources offered by the applicant. The amount and source of funds being provided as match must be clearly indicated; i.e., state, university and private sector funds- distinguishing between cash match, indirect match and in-kind match. In-kind match contributions must be fully explained to show how their value is determined.

Should the applicant desire to present Service Center costs in their proposals that are co-mingled within the applicant's budget elements (i.e., personnel, fringe, travel, equipment), it must provide SBA with additional individual Service Center budgets that include a breakout of each budget element. The breakout should include individual Service Center proposed costs that are charged to the recipient, including indirect costs and their applicable indirect cost base and rate.

If an applicant proposes service costs under the applicant's contractual budget element, then SBA requires that separate Service Center budgets also be provided with a breakout by line item, including the amount of federal dollars to be allocated to each Service Center, as well as indirect cost with applicable cost base and rate. If the Service Center proposes sub-contractual costs, supporting budget details such as a statement of work, the number of hours and rate of pay must be provided.



A separate spreadsheet with expenses for the entire SBDC network must be submitted to capture and summarize the total expenditures for each budget element/object class category. The object class categories on the spreadsheet will show the total *personnel, fringe benefits, travel, equipment, consultants, supplies, indirect cost and other*. The contractual line item will not contain the Lead Center expenditures for Service Centers but will contain any other Lead Center contractual items and all contractual items in the Service Center budgets.

### **Indirect Costs and Overhead**

To propose and subsequently claim indirect costs, applicants must furnish their current indirect cost rate agreement as negotiated with their cognizant federal agency, their indirect cost rate agreement certified by their state governmental unit and approved by their cognizant federal agency, or another rate calculation approved by SBA, as well as those agreements for participating Service Centers. The negotiated rate in effect at the time of the initial award should be used throughout the entire award period covered by the proposal. Indirect costs cannot be claimed for the Lead Center or for Service Centers that do not furnish approved cost rate agreements applicable to the proposed funding period. Costs may not exceed the amount allowable under the approved Indirect Cost Rate Agreement furnished with the proposal. Indirect costs claimed should not exceed the amount of the approved budget on the Notice of Award without prior written approval of the SBA Grants Management Specialist.

Entities currently without a rate agreement negotiated with a Federal agency may request the SBA Project Officer to provide a rate agreement for use only in the SBDC program. Any agreements subsequently negotiated with a federal agency will supersede the SBA agreement. For entities using an SBA provided Indirect Cost Rate Agreement for the SBDC program, the following terms apply:

- ❖ These terms are to assist in identifying and clarifying those costs considered to be “general administrative and general expenses” noted in 2 CFR 220.E (OMB Circular A-21), 2CFR 225 (OMB Circular A-87) and 2 CFR 230.C (OMB Circular A-122) They form the basis for this SBA Indirect Cost Rate Agreement and subsequently may not also be included as direct costs against the award when the SBDC Indirect Cost Rate Agreement is used.
- ❖ Cost pools underlying the Indirect Cost Rate Agreement include personnel compensation and benefits for positions or for activities which are not (1) in direct support of the SBDC program goals and objectives **and** (2) under the direction or supervision of the key person identified in the Cooperative Agreement as responsible for program performance at the respective host entity.
- ❖ Examples include, but are not limited to, those expenditures allocable to human resources and accounting departments, sponsored project staff, corporate marketing staff, controllers, deans, chief executives and presidents of colleges and universities.
- ❖ Non-personnel costs such as audits, supplies, materials, insurance, and other services and operating costs allocable to administrative departments and to the activities of the host entity are considered part of the “general and administrative cost pool” and thus may not also be directly charged.

F&A costs may not otherwise be charged, directly or indirectly, to the cooperative agreement or claimed as non-cash match contributions without the incorporation of an approved Indirect Cost Rate Agreement, either from a cognizant agency or from the SBA as described here.

### **Justification of Costs**

All costs proposed require justification and narrative explanation for the Lead Center and each Service Center. Applicants must furnish their current indirect cost rate agreement as negotiated with their cognizant federal agency or other rate calculation approved by SBA, as well as those agreements for participating Service Centers. The negotiated rate in effect at the time of the initial award must be used throughout the approved award period except for provisional rates. Rate changes will take effect at the beginning of the next budget period. Indirect costs cannot be claimed for the Lead Center or Service

Centers that do not furnish approved cost rate agreements **applicable to the proposed funding period**. Costs must not exceed the approved rates furnished with the proposal. Indirect costs claimed must not exceed the amount presented on the Notice of Award without prior written approval of the SBA Grants Management Specialist.

#### **Miscellaneous or Contingency Costs**

No miscellaneous or contingency costs may be included in the budget. Contributions to a contingency reserve or any similar provision made for unforetold events are unallowable. All proposed costs must be included in the specific line items and fully justified. All forms contained in the financial application package must be completed accurately and in full.

#### **Subcontracting**

All subcontracting awarded as a result of this Agreement will be in accordance with 2 CFR 215.40-215.48, 13 CFR 143.36 and 13 CFR 143.37 as applicable to the entity.

#### **Proposal Costs**

This request does not commit the Government to pay any costs incurred in the submission of a proposal.

## **2. FINANCIAL GUIDELINES**

#### **Carryover Requests**

The SBDC Lead Center Director may request approval to carry over an unexpended balance of federal funds to the next budget period. Carryover of unexpended funds is permissible only if the funds are to be used for a project or activity within the scope of the SBDC program and the request is in the best interest of the Program. Funds should be expended in the year awarded; however, carryover requests will be considered on a case-by-case basis. Carryover requests must consist of the following: (1) SF-424, budget pages, and justification; (2) narrative indicating why the funds were not expended during the period in which they were awarded; (3) SBA District Office approval; and (4) evidence of match.

The match requirement for carryover funds can be met by using overmatch from the current budget year, an increase in funds pledged by the SBDC or overmatch from the year funds were carried over or a combination of both.

A carryover request must be made within 90 days of the close of the performance period and must be supported by the final SF-425 when submitted or it will not be considered. . Approved carryover requests require the issuance of a revised Notice of Award. The Lead Center must document that carryover funds are spent to support the activities outlined in the carryover request; carryover requests will only be approved with proper justification. Expenditures for the carryover requests must be accounted for separately from current year funds. All financial reports, pay requests and other correspondence relating to the carryover funds must reference the federal document number assigned to the funds carried forward. Those states which desire to carryover funds that they have transferred under the ten percent rule, (Notice of Award, Prior Approval, item 4c), must obtain approval from the OSBDC prior to year end.

#### **Use of Program Income**

Program income must be used to further the objectives of the SBDC program and cannot be used for other purposes. SBDCs must expend any program income exceeding 25 percent of the SBDC's total budget (SBA federal funds and matching funds) by year end. Any remaining program income may be carried over to subsequent budget periods to be used to further program objectives. SBDC Program recipients are responsible for establishing a separately identifiable program income account to facilitate financial reporting. All program income must be reported on SBA Form 2113 (Program Income Report).

The SBDC will include as an attachment to the SF 425, the SBA Form 2113 and a narrative description of how program income was used to further eligible program objectives.

### **Cash Match Requirement**

Each SBDC applicant must ensure that no less than fifty percent of the required contribution will be in cash. This cash outlay must not include indirect costs, in-kind contributions, or program income derived from activities supported in whole or in part with federal or match funds. Direct cash match committed by the applicant organization or Service Center (i.e. personnel services, fringe benefits, consultants) may be included in the cash match only to the extent that these costs were committed as part of the specific direct line item costs verified by the Certifying Representative prior to funding.

Further, the cash match shall not include: (1) funds contributed from other federal sources [see exception below]; (2) program income or fees collected from recipients of assistance, whether collected by the Lead Center, Service Centers or any other participants in the SBDC network; or (3) amounts committed by the applicant organization for unidentified and/or contingent costs in the budget proposal.

There is one exception to the disallowance of federal funds as cash match. Community Development Block Grant (CDBG) funds received from the Department of Housing and Urban Development are allowed when: (1) the SBDC activities are consistent with the authorized CDBG activities for which the funds were granted; and (2) the CDBG activities are identified in the Consolidated Plan of the CDBG grantee or in the agreement between the CDBG grantee and the sub recipient of the funds.

When an SBDC manages another, non-SBA funded small business program which has a program scope consistent with the SBDC program, personnel compensation and benefit costs of the program may be counted as match provided that the funds for the program did not originate from another Federal agency. See CDBG section above for exceptions where Federal funds are allowed to be used as match.

The cash match must be committed up front and identified by source, amount, and account number in the SBDC budget proposal. In addition, the contributors, requirements, specifications or deliverables must be clearly identified in the proposal. The cash match account (as well as SBA federal funds) allocated to the SBDC program, must be under the direct management of the SBDC Lead Center or Service Center Director. However, SBDC organizations are not required to establish separate bank accounts solely for SBDC purposes. The availability of this cash contribution for SBDC program operations must be certified by the official from the applicant organization who signs the Federal Assistance Form (SF-424).

If the state is providing part of the cash match, the Certifying Representative must verify that these funds have been appropriated prior to award of the Cooperative Agreement. However, in situations where state appropriation cycles prohibit total compliance prior to award of the Cooperative Agreement, the Certifying Representative shall verify that sufficient upfront cash match will be available from the state or other sources, prior to any withdrawal of federal funds.

### **SBA Requirement for Allocation of Federal Funds**

SBA requires that at least 80 percent of federal dollars provided through the Cooperative Agreement must be allocated to the direct costs of the program.

## **SECTION V. – APPLICATION REVIEW INFORMATION**

### **PROPOSAL EVALUATION**

#### **A. APPLICANT SCREENING**

**Applications will first be screened to determine if the applicant meets stated mandatory eligibility requirements. SBA will not evaluate applicants that do not document in their application that they meet these requirements for participation in the SBDC program. Submissions will only be accepted via [www.grants.gov](http://www.grants.gov). Submission via other electronic mediums will not be accepted. Hard copies will also not be accepted.**

#### **B. SBA AND SBDC DUTIES AND RESPONSIBILITIES**

##### **SBDC RESPONSIBILITIES**

###### **The OSBDC is responsible for:**

- Mailing the renewal letter and Program Announcement to the SBDC Lead Center director
- Reviewing any changes to the proposal.
- Resolving any outstanding issues not resolved by the District Office under the Disputes Policy (See 13 CFR 130).
- Approving the proposal and issuing the Notice of Award.
- Conducting programmatic and financial reviews.

###### **The SBA district office is responsible for:**

- Negotiating the proposal with the SBDC Lead Center director incorporating district office and agency priorities, including target goals.
- Reviewing and initially approving the proposal.
- Submitting a letter of approval of the proposal by the district director to the AA/SBDC via the OSBDC program manager by both e-mail and in the electronically submitted proposal via [www.grants.gov](http://www.grants.gov).

##### **SBDC RESPONSIBILITIES**

###### **The SBDC is responsible for:**

Preparing the proposal, in concert with the SBA district office, including milestones, target goals and a short summary of the status of the current year's accomplishments.

Electronically submitting and negotiating the proposal with the SBA District office.

Submitting an electronic version of the proposal via [www.grants.gov](http://www.grants.gov) by the deadline listed in Section IV, B.

## **VI. – AWARD ADMINISTRATION INFORMATION**

### **A. AWARD NOTICE**

All applicants will receive a written notification relative to continuation of funding for the award recipient.

## **B. REPORTING**

### **1. REPORTING REQUIREMENTS**

All SBDC's are required to report program data through SBA's EDMIS system. EDMIS serves as a centralized data collection system. While SBDCs may, if they feel the system meets all of their MIS needs, use EDMIS as their primary MIS, they may also choose to maintain existing or complementary systems should they individually require more extensive data collection needs than that of the SBA.

All SBDCs must be fully capable of either manually entering data or uploading batch files to the EDMIS system. SBDCs are required to upload all data they have collected via the SBA approved data collection tools (Form 641, Parts I, II and III and Form 888) except as precluded by statute.

**PIMS Update Information:** SBA requires that Lead Center SBDCs exercise their partner update rights for SBA's Partner Identification Management System (PIMS) which interfaces with the EDMIS. The PIMS partner update rights allow each Lead Center SBDC to update addresses and contact information for their respective Lead and Service Centers. SBDCs must notify the SBA within 10 days when changes occur in contact information such as physical addresses for Lead and Service Centers, telephone numbers, fax numbers, e-mail and website addresses. SBDCs must assign a person to serve as their designee for the PIMS partner update rights and provide this individual's contact information (including Name, Title, Phone Number, Email address) to their SBA district office and their program manager at the Office of Small Business Development Centers (OSBDC). The designated person will go to the web address <https://eweb.sba.gov/gls> and request a user ID and password. The eUser ID and Password will be issued directly from SBA's IT Security. Update rights include the ability to make edit changes as stated above but do not include the right to add new centers or close out (delete) existing centers. The latter information should be forwarded per this Program Announcement to OSBDC/SBA for action.

### **2. REQUIRED SBA REPORTS**

All SBDC recipients must provide the required reports to SBA. All reports must be filed on time and failure to file timely may result in processing delays for reimbursement requests.

The required reports are:

- a. SBDC Quarterly Counseling and Training Reports (EDMIS Summary)
- b. Federal Financial Report, SF-425 with required attachments
- c. Semiannual Performance Report
- d. Annual Performance Report
- e. Economic Impact Data Report

### **3. REPORT DESCRIPTIONS**

#### **a. SBDC Quarterly Counseling and Training Reports (EDMIS Summary)**

Due: No later than 30 days after the close of the applicable quarter.

All data collected from the Form 641, Parts I-III (except as precluded by statute) are to be reported through EDMIS as part of this quarterly reporting requirement.

**b. Federal Financial Report, SF-425**

New SBDC Lead Centers: required to report 30 days after the close of each quarter for the first three years of operation with the exception of the final report which is due 90 days after the completion of the budget period. Centers in existence over three years are only required to report semi-annually.

The final report must include the SF 425 package which consists of the following:

- SBDC approved SF 425;
- Spreadsheet in support of the SF 425;
- Schedule of indirect cost reporting Federal portion and waived indirect on the SF 425;
- SBA Form 2113;
- Spread sheet in support of the SBA Form 2113; and

Note: the waived portion of indirect cost should not be included for in-kind match.

The SBDC must report all unliquidated obligations (if any) on form 425 and obligations must be liquidated no later than 180 days after the end of the budget period. The total amount of unliquidated obligations must include the following:

Recipient share - Cash match disbursements and non-cash indirect match.

Federal share – Federal direct disbursements and indirect claimed as federal reimbursement.

**c. Semi-annual Performance Reports**

**Due:** 30 days after the close of 6-months of operation for option year CY 2010. The semiannual report should not exceed 20 pages. The semiannual Performance Reports shall address the SBDC's major activities and objectives in a brief narrative. It should also include a discussion on the progress made toward achieving those objectives. These reports should be a summary of the activities, events or achievements in these reporting categories with accompanying management analysis. They should not be a recitation of actual events, center-by-center.

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.....The report must be provided to OSBDC electronically via  
.....<https://www13.sendthisfile.com/sendthisfile/custom.jsp?sendthisfilecode=tttoRaTqIZkpwBQH37BDkLW&balance=1412>. The SBDC must inform its OSBDC-assigned Program  
.....Manager, by e-mail, that the report has been submitted to this special web address.

.....Activities should be reported in the following sequence, exclude activities not proposed in  
.....the application and include any additional categories. Those marked with an \* are those  
.....pertaining to SBA "national priorities."

- .....0100 ADVOCACY
- .....0200 CAPITAL FORMATION, including technical assistance for Community Express
- .....0300 \*INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY  
.....ASSISTANCE

- 0400 INTERNATIONAL TRADE
- 0500 \*MINORITY SMALL BUSINESS DEVELOPMENT, including 8(a) assistance
- 0600 RESOURCE DEVELOPMENT
- 0700 \*PROCUREMENT
- 0800 SPECIAL EMPHASIS GROUPS
- 0900 \*ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES
- 1000 RESEARCH
- 1100 OTHER ACTIVITY
- 1200 SUCCESS STORIES
- 1300 TRAVEL
- 1400 PROBLEMS
- 1500 FINANCIAL REPORTS
- 1600 WOMEN-OWNED BUSINESSES
- 1700 \*ECONOMIC IMPACT – (may be eliminated from semiannual Performance Reports)
- 1800 VETERAN AND SERVICE CONNECTED-DISABLED VETERAN - OWNED BUSINESSES, RESERVISTS ON ACTIVE DUTY AND OTHER RESERVE COMPONENT MEMBERS OF THE U.S. MILITARY
- 1900 \*MANUFACTURING
- 2000 \*ONLINE ACTIVITY

(See Reporting Category Definitions for further descriptions of information to be included.)

**d. Annual Performance Report**

**Due:** Within 90 days after the close of its budget period. Failure to submit this report accurately and in a timely manner could jeopardize future funding. This report should not exceed 40 pages in length and should include

- An overall summary of efforts in delivering the core services in the Cooperative Agreement for the full budget period, in the form of a brief narrative description and management analysis. Include a discussion of performance measurements achieved as well as an explanation of those objectives or measurements not fully met. These reports should be a **summary** of the activities, events or achievements in these reporting categories with accompanying management analysis. They should **not** be a recitation of actual events, center by center.
- An analysis and brief narrative of the impact of the activities conducted reported in accordance with the requirements of the semi-annual Performance Report detailed under #3.c. above shall include
  - A description of any new resources developed by the SBDC.
  - Overall observations, difficulties encountered and recommendations for improving SBDC services.
  - Economic impact data (e.g., jobs created and retained, taxes paid, growth in sales and customer satisfaction)

The SBDC must provide an electronic version of the annual programmatic report to the SBA project officer within 90 days of completion of the budget period. (Unless otherwise notified by SBA, this report should be in the same format as the semiannual report and should represent the consolidated effort of the entire SBDC network. Third and fourth quarter

*information should be included as necessary*). The SBA project officer will review these reports and submit comments on a Grant/Cooperative Agreement Monitoring Statement, a copy of which will be provided to the SBDC Lead Center director and the OSBDC program manager at SBA headquarters.

This report must also be sent to OSBDC electronically via the secure website provided in paragraph VI. B. 3. c.

**e. Economic Impact Data Report**

**Due:** Within 90 days after the close of its budget period

**These data are to be incorporated into the Annual Performance Report of each SBDC network.** SBDC Year-End Impact Data Collection: Calendar year-end and fiscal year-end impact data reporting which was formerly submitted through the SBDC intranet site is required to be reported through the appropriate data entry screen in EDMIS.

**This year-end report requirement does not negate the requirement that client-by-client impact information be submitted quarterly through EDMIS for client status updates on Part III of Form 641.**

SBDC Lead Center directors must ensure they receive this data from all Service Centers and that the data is reported in Section VI, Part B, #1700, of this Announcement.



## ECONOMIC IMPACT REPORTING

	<i>Quarterly Economic Impact Data Reporting to EDMIS (uploads from Form 641)</i>	<i>Annual Economic Impact Data Report (via EDMIS Impact Screen)</i>	<i>Semiannual Performance Report and Annual Performance Report  Category 1700 Economic Impact  (Narrative Report)</i>
Date Due	Quarterly through EDMIS	90 days after close of budget period	30 days after the close of 6-months of operation  90 days after the close of the budget period
Updates on counseled clients who opened a business	√		√
SBA Guaranteed Loan Data	√	From 641 data	√
Non-SBA Loan Data	√	From 641 data	√
Equity Capital Data	√	From 641 data	√
Jobs Created	√	√	√
Jobs Retained	√	√	√
Customer Satisfaction		√	√
Growth in Sales	√	√	√
Tax Revenue (State)		√	√
Tax Revenue (Federal)		√	√

#### 4. REPORTING CATEGORY DEFINITIONS

When reporting on any item you must include results/impact of activities. (Example: Provided procurement contract matches to 100 clients, of which 50 received awards totaling \$50 million. This moved the state from 49th place to 45th place in receipt of government contracts.) Provide reports in MS Word format (non-PDF file). Those marked with an \* are those pertaining to SBA “national priorities.”

Category	Definition
<u>0100 ADVOCACY</u>	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Support for small business interests within the SBDC's jurisdiction to improve the climate for small business and contribute to the vitality of the small business sector.</li> <li>• Include, as appropriate: public speeches, testimonies before state and/or federal legislatures and small business week activities.</li> </ul>
<u>0200 CAPITAL FORMATION</u>	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Develop or assist in developing capital for small businesses (e.g., loans, microloans, grants, Community Express).</li> <li>• Developing close linkages with SBICs, venture capital firms, Certified Development Companies (CDCs) and state and local finance programs.</li> </ul>
<u>0300 INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE</u>	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Identifying innovation and technology developed by the Federal Government and/or academic organizations having commercial or practical potential and alerting industry and state and local governments to its availability.</li> </ul>

	<ul style="list-style-type: none"> <li>• Transferring expertise and equipment available from the Federal Government to the private sector</li> <li>• Transferring innovation and technology from business to business, SBIR activities, etc. Note in particular, any collaboration with the National Institute of Standards and Technology (NIST), and with the Environmental Protection Agency (EPA) for multi-media pollution prevention, Clean Air Act and other environmental assistance activities.</li> <li>• Providing information and education on the use of technology in everyday business activities or processes (See Section VIII D, XXII).</li> </ul>
<u>0400 INTERNATIONAL TRADE</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>• Promoting increased exports by small businesses such as: supporting Export Assistance Centers (USEACs); evaluating small business firms' export capabilities; assisting with a client's export related financing needs, providing counseling, training and outreach assistance including conducting USEAC E-TAP programs and other co-partnership events; partnering with public and private sector organizations involved in export development; data base development; match services and market research; and participating in World Trade Week.</li> </ul>
<u>0500 MINORITY SMALL BUSINESS DEVELOPMENT</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>• Helping minorities participate in the free enterprise system such as: working on Asian American initiatives; Black or African-American initiatives; Hispanic American initiatives; Native American initiatives; Native Hawaiian or Pacific Islanders initiatives; assisting 8(a) clients in the developmental stage and other stages; and linking minority clients with other assistance opportunities and conferences.</li> </ul>
<u>0600 RESOURCE DEVELOPMENT</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>• Collaborating with funding or other partners to assist the SBDC in its mission through recruiting, developing and overseeing private and public resource organizations/individuals for the purpose of providing business development counseling, training and outreach efforts.</li> <li>• Address key partnerships and collaborations throughout the network and the type of interaction or relationship enjoyed.</li> </ul>
<u>*0700 PROCUREMENT</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>• Fostering opportunities for increasing small business' share of procurement dollars spent by the government and private sector through conferences, computer matching services such as SBA's "Business Matchmaking," assistance to Certificate of Competency businesses and prime contractor outreach.</li> </ul>
<u>0800 SPECIAL EMPHASIS GROUPS</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>• Assistance to: people with disabilities; Native Americans; young entrepreneurs; targeted associations; industry groups and other groups identified by SBA and/or the SBDC. (Note: Report minority, veteran and service connected-disabled veteran and women's efforts separately under Minority Small Business Development, Veteran and Service Connected-Disabled Veteran Owned Business and Women Owned Businesses.)</li> </ul>
<u>0900 ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES</u>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>• Activities that are not specific to an individual client, do not fit in other categories, and are aimed at supporting/strengthening the economic environment in the SBDC's territory.</li> <li>• Areas reported on may include Agri-Business, Rural Development, Community Development, corporate downsizing or plant closing assistance, Convention/Tourism and Incubators.</li> <li>• Activities aimed toward assisting small business and community economic development organizations such as providing counseling, training and outreach to community organizations, churches or other such entities with a significant</li> </ul>

	focus on supporting the needs of small businesses.
<u>1000 RESEARCH</u>	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Research efforts aimed toward assisting small business and economic development such as database development and needs analysis.</li> </ul>
<u>1100 OTHER ACTIVITY</u>	Provide information regarding any efforts which do not fit in the categories above. Describe and provide information about any SBDC “best practices” to be used by SBA and archived in the Clearinghouse. This also may include dissemination of basic business information as well as any specific information requested by the SBA Project Officer and mutually agreed upon with the SBDC Lead Center Director.
<u>1200 SUCCESS STORIES</u>	Report at least three examples of assistance provided in which tangible results occurred. Include a description of the business, the problems encountered, the assistance provided, the resources used, and the actual or expected results including economic impact. A signed statement from the success story client(s) of his/her consent for use of the success story by SBA must be kept on file. (SBA can provide a sample form if one is not available locally.)
<u>1300 TRAVEL</u>	Provide a description of any unplanned or unbudgeted out-of-state travel for Lead and Service Centers not disclosed in the Cooperative Agreement.
<u>1400 PROBLEMS</u>	Provide a description of any and all problems that have significant impact on the program or program objectives.
<u>1500 FINANCIAL REPORTS</u>	Furnish copies of SF-269 and SF-272, SBA Form 2113 and any requested attachments as required.
<u>1600 WOMEN-OWNED BUSINESSES</u>	Describe briefly collaboration the Women’s Business Centers (WBCs) and any seminars or specialized counseling approaches or other activities aimed at women entrepreneurs.
<u>*1700 ECONOMIC IMPACT</u>	<p>Report the most recent economic impact generated from the assistance you have given your clients using the following format.</p> <p># of New Businesses Created:( populated using Form 641 EDMIS data)</p> <p>Loans: SBA # _____ \$ _____ ( populated using Form 641 EDMIS data)          Non-SBA # _____ \$ _____ ( populated using Form 641 EDMIS data)</p> <p>Equity Capital \$ _____ ( populated using Form 641 EDMIS data) €</p> <p><u>The following categories should be reported using the ASBDC Economic Impact Study or equivalent studies:</u></p> <p>Jobs: Created _____          Retained _____</p> <p>Customer Satisfaction: _____%</p> <p>Growth in Sales: \$ _____</p> <p>New Tax Revenue: State \$ _____          Federal \$ _____</p>

<p><u>1800 VETERANS, SERVICE CONNECTED-DISABLED VETERAN-OWNED BUSINESSES RESERVISTS ON ACTIVE DUTY AND OTHER RESERVE COMPONENT MEMBERS OF THE U.S. MILITARY</u></p>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>Assistance targeted toward veteran and service connected-disabled veteran owned businesses, as well as Reservists and National Guard members called to active duty, such as: Veteran Entrepreneurial Training Programs; summits for veteran business owners; activities in conjunction with the Department of Veterans Affairs Vocational Rehabilitation and Employment Services; Employer Support of the Guard and Reserve (E.S.G.R.) and National Guard State Adjutants; DELTA Program; marketing and assistance for the Military Reservist Economic Injury Disaster Loan program; Patriot Express program; base closings and RIF counseling.</li> </ul>
<p><u>*1900 MANUFACTURING</u></p>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>Assistance to manufacturing companies or their employees, including displaced manufacturing workers. Can include efforts and support to troubled companies, companies challenged by foreign competition, NAFTA and foreign labor alternatives. This may also include cooperation efforts with other local organizations or government units concerned with manufacturing issues such as the National Institute of Standards and Technology's (NIST) Manufacturing Extension Partnership (MEP) Program.</li> </ul>
<p><u>*2000 ON-LINE ACTIVITY</u></p>	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>Activities and accomplishments which demonstrate use of web-based technology to enhance direct client service delivery such as: the use of on-line counseling (e-mail and real-time) and training; on-line expert systems or diagnostic tools to identify needed services; audio or video streaming; electronic registrations and scheduling; webinars; and other targeted uses of the Internet to facilitate delivering information to clients more cost effectively. SBDCs that did demonstration projects should provide an analysis of results.</li> <li>A summary of on-line enhancements achieved over the past three years.</li> </ul>

**5. RECORDKEEPING REQUIREMENTS**

All SBDC applicants and their Service Centers are required to maintain complete and accurate records and supporting documentation to facilitate a thorough program audit. All significant client counseling, training and other activities shall be fully documented. SBDC applicants will support SBA's required data collection and reporting system. All SBDCs are required to either manually enter data or upload batch files to the EDMIS system. These files must contain complete information for all fields. The EDMIS system stores this client specific information and is capable of generating reports on the data. The data collection tools consist of Form 641, Parts I, II and III, Form 888 and an online collection of annual impact data. The 641 is designed to collect client specific data. As such, these fields should be as complete as possible. Non-mandatory fields must be completed when data is available, including but not limited to capital infusion data, job creation and retention data, and other economic impact data. Economic Impact data that is collected on the 641 should also be included in the Economic Impact Report in EDMIS (formerly IMSECURE). The most current version of approved client definitions is available on [www.sba.gov/private/edmis2/private](http://www.sba.gov/private/edmis2/private). Other documentation regarding EDMIS is also available at this site.

In addition to the performance, financial and program reports already mentioned in this Announcement, SBDCs must maintain the following reports:

**a. Counseling Activity**

All SBDCs are required to collect the information currently requested on SBA Form 641 or its equivalent that supports SBA's management information database. A client will be counted once in a

Federal fiscal year with reporting to include both the number of sessions and the number of hours spent with the client.

Reporting of counseling should be identified on the SBA Form 641, Part I as face-to-face, on-line or telephone depending on the type of initial contact.

On-line counseling must meet the standards identified in the client definitions and there must be a signed SBA Form 641 or its equivalent that supports SBA's management information database.

When reporting online counseling into EDMIS use the following guidelines:

- If the initial session is online, then Part I of the SBA Form 641 should be checked as on-line.
- If the on-line counseling session conducted is a follow-up session, then Part III of the SBA Form 641 should be checked as an on-line counseling session.

### **Agreement**

Each client is required to sign a request for assistance statement that includes the following:

*"I request business management counseling from a Small Business Administration resource partner, the Small Business Development Center. I agree to cooperate should I be selected to participate in surveys designed to evaluate SBA assistance services. I understand that any information received by an SBA resource partner counselor will be held in strict confidence by the counselor to the extent allowable by law.*

*I further understand that SBA resource partner counselors have agreed not to: (1) recommend goods or services from sources in which the individual counselor has an interest; and (2) accept fees or commissions developing from any SBA resource partner counselors. In consideration of the provision of management and/or technical assistance by a resource partner counselor, I agree to waive all claims arising out of this assistance, against SBA personnel, the resource partner from whom I sought assistance, its host organizations, and the counselor(s) arising from this assistance."*

These forms shall be retained in accordance with current OMB and SBA requirements.

SBDCs are responsible for reporting all counseling activities on SBA Form 641, "Counseling Information Form" or an equivalent form that supports SBA's management information database. Copies of these forms or an electronic signed copy must be available for review by the SBA when requested.

### **b. Training Activity**

SBDCs use SBA Form 888, "Management Training Report" or similar program developed form to report small business management training activities. The SBA Form 888 should be prepared by the SBDC when the SBDC is responsible for managing a training activity. SBDCs may use a computerized version of this report.

Reporting Co-hosted (Collaborative) training:

When reporting training numbers for a co-hosted training, the hosts (SBA and ED resource partners) must work together to determine how to equitably divide the number of clients among themselves. Double counting of clients is not permitted.

*Examples involving multiple resource partners contributing to a single training event:*

- If each resource partner contributes a significant amount of presentation time (defined as one hour or more per partner), then each host could count all attendees.

Accordingly, if five partners co-hosted a training event with five hours of total presentation time (each partner delivering training for at least one hour) and fifteen persons attended the event, each partner could count fifteen persons trained for one hour each.

- If each partner puts in less than one hour (per partner) of presentation time, the attendee count would be divided among the hosts based on mutual agreement.

Accordingly, if five partners co-hosted a training event with 1.5 hours of total presentation time (each partner delivering training for less than one hour) and fifteen persons attended the event, the partners would negotiate how to divide the number of attendees (e.g., each partner could count three persons trained for 1.5 hours).

**Reporting Training with Multiple Sessions (Temporary Operating Definition for FY2007):**

Each session of a multiple-session training program or course may be counted as an individual course on SBA Form 888. Sessions must correspond with the minimum training duration identified in the definitions listed above.

SBDC's will submit all training information from the SBA Form 888s or equivalent form quarterly to SBA's EDMIS system.

The list must be certified with the signature of the Lead Center director. The SBA Form 888 or similar program developed form must be maintained at the SBDC for review by the SBA project officer.

**c. SBDC Client Evaluation Forms**

Evaluations must be solicited from SBDC clients who receive continuous counseling or attend an SBDC training event. All SBDCs should develop internal procedures to ensure that these evaluations are performed on a regular basis and retain these documents on file.

Two OMB-approved forms may be used for this purpose. SBA Form 1419 "SBDC Counseling Evaluation" (OMB #3245-0183) may be used for counseling evaluations, and SBA Form 20 "National Training Participant Evaluation Questionnaire" (OMB #3245-0075) may be used for training. SBDCs may use their own forms as replacements provided they capture the same pertinent information on counseling or training required by the Administration. Computerized versions of these forms are also acceptable.

**d. Financial Recordkeeping**

An SBDC must maintain the documentation for year-end Standard Form 425 financial report as required by OMB Circulars and SBA Regulations. SBDC Lead Centers and Service Centers which manage other non-SBDC funds (i.e. not included in the proposal or SBA Cooperative Agreement) must maintain separate ledgers and transaction journals for the SBDC financial activity to ensure a clear audit trail of the financial resources used under the SBDC Cooperative Agreement as required by 2 CFR Part 215 (OMB Circular A-110) and CFR § 143.20. SBDC expenditures of federal, matching and program income must be accounted for separately from other center resources. In addition, funds must be identifiable to the program year for which they were provided. Funds that were approved as a "carryover" from a previous program year also must be maintained and reported separately. SBDCs



must maintain support documents for SBA Form 2113 and SF-425s. This support should consist of at a minimum:

- A spreadsheet which acts as reconciliation between the SF-425 and the disbursement journals at the Lead Center and Service Center(s). This applies to the Lead Center only.
- Support for all charges to the Cooperative Agreement, but not limited to the disbursement ledger, vendor invoices, canceled checks and journal entries
- The expense reimbursement invoices submitted from the Service Centers and any related supporting documentation (i.e., disbursement ledgers, comparison of actual to budgeted expenditures) (This applies to Lead Center only.)
- Any agreement(s) related to matching costs
- Support for program income receipts and expenditures including receipt and disbursement journals
- Salary and wage records for SBDC employees charged to the Cooperative Agreement (Both recipients and sub-recipients must maintain the appropriate standard 2 CFR Part 220, 2 CFR Part 230, or 2 CFR 225 {Circular A-21, OMB Circular A-122, or OMB Circular A-87} to document costs for full-time and part-time personnel allocated to the program. This may include, but is not limited to: Time and Effort Certification, appointment letters or contracts, performance reviews, payroll journals and/or activity reports. The records should be incorporated into the official records of the institution.)
- **Support for in-kind costs.** Contributions, when used as match, must be documented showing the name of donor, phone number, signature of donor, date of donation, justification of the value of goods or services {hours with labor rate of services} and narrative description of service provided or item donated. OSBDC implemented the following policy regarding in-kind contributions:
  - ♦ Contributions may include, but are not limited to, cost items such as time and materials, office space, and equipment.
  - ♦ A bona fide contribution exists and may be claimed when the source of the donation has no reasonable expectation of compensation such as a requirement that the contribution be made as a provision in a contract or purchase order for the products or service.
  - ♦ Paid SBDC staff, i.e. host employees, are not eligible sources of in-kind contributions over and above the remuneration of salaries and benefits provided by the host organization.
  - ♦ SBDC support documentation must include the following: dated and signed statement from the donor identifying the specific nature of the donation, contact information, and indicating that no additional remuneration is expected. Donor documentation may resemble an invoice with those provisions.
  - ♦ The SBDC must document the annual basis for valuing the donation in a clear manner such as the following: 3 bids or quotes in response to a competitive procurement process for similar cost items; sales literature, price catalogs; published schedules; or documented pricing for similar cost items previously paid for by the host institution.

- ♦ The total value of paid and donated services from each donor must represent a reasonable value to the government and be consistent with the procurement policies and standards of the host institution.

## **SECTION VII. – AGENCY CONTACT(S)**

### **A. PROGRAM POINTS OF CONTACT**

Questions concerning general information contained in this Announcement should be directed to the SBA Office of Small Business Development Centers via Theresa Hahn at 202-205-6766.

Questions concerning the technical aspects of this Program Announcement should be directed to the Office of Small Business Development Centers at [osbdc@sba.gov](mailto:osbdc@sba.gov).

### **B. FINANCIAL/GRANTS MANAGEMENT CONTACT**

Questions concerning budget or funding of this Cooperative Agreement should be directed to the Office of Small Business Development Centers at [osbdc@sba.gov](mailto:osbdc@sba.gov). **Only eligible entities should contact the SBA. See Section III of this Program Announcement for eligible entities.**

### **C. PEER CONTACTS**

A list of peer contacts for this Announcement can be obtained by emailing the Office of Small Business Development Centers at [osbdc@sba.gov](mailto:osbdc@sba.gov). **Only eligible entities should contact the SBA. See Section III of this Program Announcement for eligible entities.**

## **SECTION VIII. – OTHER INFORMATION**

### **A. PROGRAM OVERVIEW**

SBDCs operate under a plan to provide assistance within a state or designated geographical area. As a condition of any SBA grant award made, SBDC applicants are required to provide at least an equal amount of matching funds from sources other than the Federal Government. SBDCs operate under the provisions of 15 USC 648 and 13 CFR Part 130. The Cooperative Agreement is administered in accordance with 13 CFR Part 143 or 2 CFR Part 215 (OMB Circular A-110), as well as other applicable OMB Circulars (see Circulars listed below), a Notice of Award (the Agreement) issued by SBA and the provisions of this Program Announcement.

The SBDC Cooperative Agreement Notice of Award incorporates by reference all applicable OMB Circulars, including:

1. 2 CFR Part 220 “Cost Principles for Educational Institutions.” (OMB Circular A-21)
2. 2 CFR Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.” (OMB Circular A-110)
3. 2 CFR Part 230, “Cost Principles for Non-Profit Organizations.” (OMB Circular A-122)
4. 2 CFR Part 225, “Audits of State, Local, and Indian Tribal Governments” (OMB Circular A-87)

5. 13 CFR Part 143 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (OMB Circular A-102)
6. 29 CFR part 99, “Audits of States, Local Governments, and Non-Profit Organizations.” (OMB Circular A-133)

Current versions of OMB Circulars are available from the Office of Management and Budget’s website. The address is: [www.whitehouse.gov/WH/EOP/OMB/html/circular.html](http://www.whitehouse.gov/WH/EOP/OMB/html/circular.html).

The SBDC network must provide services as geographically close as possible to small businesses by using a variety of service delivery mechanisms, including satellite locations, traveling counselors and electronic means, as appropriate. The facilities and staff of each SBDC shall be located in places that will provide maximum accessibility and benefits to the small businesses which the SBDC is intended to serve. The SBDC will develop a plan as part of the proposal specifying the extent to which SBDC statutory and program duties will be delivered to address the needs of the small business community in the area to be served. In doing so, SBDCs must ensure that statutory and regulatory requirements are met.

The Lead Center must establish and maintain a program control center to provide administrative services to the SBDC network within the state or territory. These administrative services shall include, but not be limited to: (1) program development; (2) program management; (3) promotion and public relations; (4) financial accounting; (5) reports management; and (6) internal quality control. Records shall be maintained in the Lead Center indicating the federal, state, local government, academic and private sector resources available to the SBDC network and the types of services provided to clients.

The Lead Center must have its own full-time staff, must have a separate budget and identity and, if part of a larger unit, must be a clearly distinguishable sub-unit. Staffing must include a full-time (100%) Lead Center Director who will operate and administer the operations of the SBDC network and must have full authority to make expenditures under the Center’s budget as well as to manage the program activities. Other statutory requirements for the SBDC are outlined in 15 U.S.C. 648 (c)(2).

### **1. REQUIRED REPORTING LINES FOR SBDC LEAD CENTER DIRECTOR**

The SBDC director, if an employee of an SBDC Lead Center hosted by an educational institution, must report to the school or college dean or an equivalent or higher level administrator. In a non-educational organization, the SBDC director must report to an individual who is no lower than the third level of management or administration within a state agency.

### **2. CONTINUATION OF FUNDS**

It is SBA’s intention to continue to fund SBDC applicants annually to ensure ongoing services to small businesses. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance, improper activity affecting the operation and integrity of the SBDC, or a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement as incorporated into the Cooperative Agreement.

### **3. PROGRAM ORGANIZATION AND SBDC NAME**

The specific identification “Small Business Development Center” or “Small Business and Technology Development Center” shall be a part of the name of every SBDC organization within the SBDC network. No other name designations or variations will be accepted. An SBDC proposing to use the identification “Small Business and Technology Development Center” must follow the procedures set forth in Section

VIII, Part E, “Guidelines,” and have the advance written approval of the AA/SBDCs. The statewide Small Business Development Center organization is referred to as the “Lead” SBDC. The Lead Center manages and administers a comprehensive small business assistance network, consisting of the Lead Center and its Service Centers, under the terms of a cooperative agreement between the U. S. Small Business Administration and the recipient organization. This network is part of the Small Business Development Center program.

#### 4. USE OF SBA LOGO AND ACKNOWLEDGEMENT OF SUPPORT

SBA is committed to working closely with its resource partners to provide quality, customer-centric products and services that support the evolving needs of small business. Under the SBDC program (as established by the Small Business Act), SBA provides funding and other support to organizations for the provision of technical assistance to small business concerns. SBA provides significant federal funding to the SBDC program on an annual basis, and each SBDC operates under the program’s regulations and §21 of the Small Business Act. Accordingly, all SBDCs are required to acknowledge SBA’s support.

It is important that SBA’s role, identity and network of resources be clearly understood by SBDC clients. Further, SBA wants to ensure that all Agency and partner resources are fully leveraged, such that product duplication is avoided and sharing is prominent among and between SBA, SBDCs nationwide and other SBA resource partners.

Under this Agreement, each SBDC Lead and Service Center must feature the SBA logo and/or official acknowledgement of support on all materials produced (either in whole or in part) using project funds (i.e., federal funds, matching funds and/or program income). This requirement does not apply to materials that are not produced using project funds. For purposes of this section, the term “materials” includes, but is not limited to, items such as press releases, brochures, reports, advertisements, training booklets, websites, etc. The term “materials” does not include items such as stationery or business cards. A link to the SBA logo which appears below will be provided in SBA’s Continuation Letter and/or Notice of Award:

**U.S. Small Business Administration**



**Your Small Business Resource**

In addition, while SBDCs must display signage featuring the SBA logo at all facilities open to the public, such signage **must** also prominently feature the acknowledgement of support identified below.

Where used, the SBA logo may be positioned in close proximity to an SBDC’s own logo or may be placed in a prominent location elsewhere in the material. Additionally, whenever an SBDC elects to use the SBA logo, the following statement **must** appear immediately below or adjacent to that logo:

*Funded in part through a Cooperative Agreement with the U.S. Small Business Administration.*

This acknowledgement of support must appear verbatim and **may not** be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, an SBDC may substitute “SBA” for “U.S. Small Business Administration” in the acknowledgement of

support. The acknowledgement of support must be presented in a legible typeface, font size and - where applicable - color contrast.

On materials for which an SBDC does not elect to use the SBA logo, it must at a minimum feature the acknowledgement of support listed above. The SBA logo and/or acknowledgement of support **may not** be used in connection with SBDC activities that are outside the scope of the Cooperative Agreement. **In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgement of support appear on items used in conjunction with fundraising; lobbying; or the express or implied endorsement of any good, service, entity or individual.**

Furthermore, where an SBDC produces materials which feature editorial content, it must use the following alternate acknowledgement of support (either independently or in conjunction with the SBA logo):

*Funded in part through a cooperative agreement with the U.S. Small Business Administration. All opinions, conclusions or recommendations expressed are those of the author(s) and do not necessarily reflect the views of the SBA.*

## **5. SHARED INFORMATION**

The SBA will have an unlimited license and all rights to use data (excluding private client data), including those prepared or stored electronically, which are generated either partially or fully under this Cooperative Agreement, including materials that are copyrighted. Therefore, all SBDC-developed or funded training and/or information materials, such as publications, training guides/materials, online courses, online tools, web sites, etc. prepared for the betterment of small businesses will be readily available to SBA and all of its resources partners. As part of their planning process, SBDCs will be expected to develop plans for generating and sharing SBDC-produced training and information materials. These plans will be incorporated in the annual operating plan prepared by each SBDC Lead Center and reviewed with the SBA program office. Materials appropriate for sharing should also be sent to the SBDC Clearinghouse. SBA may select some training materials for distribution via SBA's national on-line training network, the Small Business Training Network (SBTN) ([www.sba.gov/training](http://www.sba.gov/training)). Registered clients taking such SBTN delivered courses which meet ED client definitions will be credited to the respective SBDC.

In accordance with Section 502 of the Rehabilitation Act and the Americans With Disabilities Act of 1990, all notices; promotional items; brochures; publications and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops sponsored or cosponsored by the SBA, must include the following accessibility/accommodations notice:

*Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [name, address, and phone number of person who will make the arrangements].*

Any surveys or information collections to be conducted by the recipient as a requirement of the Cooperative Agreement are subject to the requirements of the Paperwork Reduction Act, as amended. The SBA agrees that, before requiring the recipient to conduct surveys or information collections, it will complete the necessary requirements under the Paperwork Reduction Act. Surveys conducted by the recipient, independent of the SBA, are not subject to the Paperwork Reduction Act.

## **B. ADVANCE UNDERSTANDINGS**

Services and programs provided through the Cooperative Agreement should not wholly duplicate or replace any existing programs. Federal funds shall not be used to supplant or wholly duplicate existing programs. Where these understandings conflict with Section 21 of the Small Business Act, Part 130 of SBA's regulations, relevant OMB circulars or SBA's policy notices, all of the above will control and take precedence over these understandings.

### **1. LEGISLATIVE AND EXECUTIVE ORDER REQUIREMENTS**

Each SBDC is also required to comply with legislation passed by the Congress and Executive Orders issued by the President, federal executive agencies, including the Small Business Administration (SBA). Regulations and policies implementing these laws and Executive Orders can be found in Title 13, Code of Federal Regulations (CFR), Chapter 1, or SBA's Standard Operating Procedures (SOPs). In order to provide the required notices, the following is a brief summary of the various laws and Executive Orders that affect SBA's Entrepreneurial Development programs.

#### **Paperwork Reduction Act (44 U.S.C. § 3501)**

SBA is collecting record keeping information on form OMB 83-I in order to facilitate business assistance services to its clients and for agency analyses related to the operation and management of the Entrepreneurial Development programs. Periodically, the SBA may use the information collected on this form to produce summary reports for program and management analysis, as required by law. SBA also intends to use the individual client data to select participants for follow-up surveys designed to evaluate SBA assistance services.

NOTE: The estimated burden for completing this information is three minutes. Your responses to the requested information are voluntary under these programs. You are not required to respond to the questions on this form if it does not display a currently valid OMB control number. If you have questions or comments concerning any aspect of this information, please contact the U.S. Small Business Administration Information Branch, Washington, DC 20216 and/or Desk Officer for the Small Business Administration, Office of Management and Budget, Office of Information Regulatory Affairs, 725 17<sup>th</sup> St., NW, Washington, DC 20501.

#### **Privacy Act (5 U.S.C. § 552)**

Any person can request to see or get copies of any personal information that SBA has in his/her own file, when the information is retrievable by individual identifiers, such as name or social security number. Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act.

Note: Any person concerned with the collection, use and disclosure of information, under the Privacy Act may contact the Chief, Freedom of Information/Privacy Act Office, U.S. Small Business Administration, Suite 5900, 409 3<sup>rd</sup> St, SW, Washington, DC 20216 for information about the Agency's procedures relating to the Privacy Act and FOIA.

In addition to the above (per the Small Business Act):

(A) IN GENERAL -- A small business development center, consortium of small business development centers, or contractor or agent of a small business development center may not disclose the name, address, or telephone number of any individual or small business concern receiving assistance under this section without the consent of such individual or small business concern, unless—

- (i) the Administrator is ordered to make such a disclosure by a court in any civil or criminal enforcement action initiated by a Federal or State agency; or
  - (ii) the Administrator considers such a disclosure to be necessary for the purpose of conducting a financial audit of a small business development center, but a disclosure under this clause shall be limited to the information necessary for such audit.
- (B) ADMINISTRATOR USE OF INFORMATION.—This section shall not—
- (i) restrict Administrator access to program activity data; or
  - (ii) prevent the Administrator from using client information to conduct client surveys.
- (C) REGULATIONS.—
- (i) IN GENERAL.—The Administrator shall issue regulations to establish standards—
    - (I) for disclosures with respect to financial audits under subparagraph (A)(ii); and
    - (II) for client surveys under subparagraph (B)(ii), including standards for oversight of such surveys and for dissemination and use of client information.
  - (ii) MAXIMUM PRIVACY PROTECTION.—Regulations under this subparagraph, [sic] shall, to the extent practicable, provide for the maximum amount of privacy protection.
  - (iii) INSPECTOR GENERAL.—Until the effective date of regulations under this subparagraph, any client survey and the use of such information shall be approved by the Inspector General who shall include such approval in his semi-annual report.

#### **Freedom of Information Act (5 U.S.C. § 552)**

This law provides, with some exceptions, that SBA must supply agency records, (i.e., information in its files and records) to a person requesting it. This generally includes aggregate statistical data on SBA's business assistance programs. SBA does not routinely make available a client's proprietary data (without first doing pre-notification, as required by Executive Order 12600), or information that would cause competitive harm or constitute a clearly unwarranted invasion of personal privacy.

For information about the Freedom of Information Act, contact Chief, Freedom of Information/Privacy Act Office, U.S. Small Business Administration, 409 3<sup>rd</sup> St., SW, Suite 5900, Washington, DC 20216.

#### **Trafficking Victims Protection Act of 2000**

Pursuant to Executive Order 13333, the recipient agrees to the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), as described below.

##### I. Trafficking in persons.

- a. Provisions applicable to a recipient that is a private entity.
  - 1. You as the recipient, your employees, sub recipients under this award, and sub recipients' employees may not--
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub recipient that is a private entity --
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
      - A. Associated with performance under this award; or



B. Imputed to you or the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub recipient that is a private entity--
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term;  
or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
    - i. Associated with performance under this award; or
    - ii. Imputed to the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].
- c. Provisions applicable to any recipient.
  1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
  1. “Employee” means either:
    - i. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **2. HOURS OF OPERATION**

The Lead Center and Service Centers shall be open to the public throughout the year during the normal business hours of the host institution. In addition, provision should be made to provide evening and weekend assistance, both on-line and in Service Centers, as appropriate to meet local community demands and needs. Anticipated closings shall be included in any annual renewal application. Emergency closures shall be reported to the SBA Project Officer as soon as is feasible. Other SBDC service providers shall be open during the normal business hours of their sponsoring SBDC organization.

## **3. TRAVEL**

The travel charged to the Cooperative Agreement must be in accordance with provisions of the grant and utilized in conformance with 13 CFR 130.460(g), and will be used under the same formula for travel reimbursement as provided by the host institution. Award funds are not available for the payment of per diem, lodging, meals or other subsistence expenses associated with local travel. However, award funds may be used to pay transportation expenses for local travel.

SBDCs are authorized to include a certain amount of funds in the proposal for “unplanned” travel. Unplanned travel is defined as “travel which is necessary to further SBDC objectives, but for which a complete description and/or justification could not be provided in the proposal.” SBDCs are required to notify the SBA Project Officer of any unplanned (not in the approved budget) out-of-state travel and report after the fact in the quarterly or annual report. Requests for out-of-state travel exceeding the amount approved in the proposal must be submitted for prior approval to the SBA Project Officer.

Travel funds are authorized for the SBDC Lead Center director and/or his/her designee to attend two Association of Small Business Development Center meetings per year. Travel funds may also be authorized for additional SBDC staff to attend meetings designed for professional development purposes. Further, one trip per year, as approved by the AA/SBDC, is authorized to allow the SBDC Lead Center director and/or his/her designee to meet with national SBA officials to discuss local program initiatives.

Travel outside the United States and its territories which is either: (1) charged to the Cooperative Agreement; or (2) performed while on duty for the recipient organization must be submitted to the District Director who shall submit a recommendation to the AA/SBDC or his/her designee for prior approval on a case-by-case basis. (Travel to be completed using vacation time regularly earned is not subject to approval by the AA/SBDC.) Failure to obtain this approval may result in suspension or termination of funding.

## **4. PRIVATE SECTOR COMPETITION**

SBDCs should not compete with the private sector and must make every effort to avoid the appearance of competition with the private sector.

## **5. PUBLICATION AND POSTAGE REQUIREMENTS**

Any publication generated by an SBDC with program funds, whether copyrighted or not, must include an acknowledgment of support by SBA (see page 4). This includes, but is not limited to, newsletters and training brochures. Publications produced by the SBDC must promote SBDC services and provide information of direct benefit to the SBDC’s local small business community. Lead Centers and SBDC Service Centers are not authorized to utilize any type of SBA postage franking privilege.

## **6. LEGAL SERVICES RESTRICTIONS**

No costs associated (either directly or indirectly) with civil, criminal or administrative litigation are allowable under an award made pursuant to this Announcement. Project funds may be used to pay the cost of non-litigation legal counseling services either to the recipient of this award or project beneficiaries. However, all parties receiving such services must agree in writing to waive any claims of privilege over such services with regard to SBA to the extent necessary for the Agency to perform its monitoring and oversight function.

SBDCs may offer training courses on business law issues, provided that legal topics are presented by individuals qualified by training and experience to address such topics. In furtherance of their educational mission, SBDCs may negotiate arrangements with law schools to offer clients access to supervised student legal clinics that are approved by the state attorney licensing entity. The SBDC must make appropriate disclosures and disclaimers to that effect.

## **7. EEO AND DISABLED ACCESSIBILITY/ACCOMMODATION REQUIREMENTS**

All SBDC services must be provided on a nondiscriminatory basis, and no individual may be excluded from any program because of race, color, religion, sex, age, disability or national origin. Workshops, seminars and conferences must be held in disabled accessible locations. Reasonable accommodation must be made, upon request, for visually and hearing impaired attendees. SBDCs are required to make modifications and accommodations (which do not fundamentally alter the program or activity or entail undue hardship) to enable otherwise qualified disabled individuals to participate. The SBDC network must comply with 13 CFR Parts 112, 113, 117 and 136.

## **8. CONFLICT OF INTEREST POLICY**

Each SBDC network must have a written conflict of interest policy which is signed annually by all employees, consultants, instructors and volunteers of the SBDC network. The policy must include enforceable elements safeguarding the SBDC program from the actual or apparent conflict that could result from:

- Personal gain, remuneration or pecuniary interest in a past or current SBDC client(s).
- The solicitation or acceptance of any gift, loan, reward, equity in a business, compensation or other monetary remuneration, promise of future employment.
- A compensated recommendation for any goods or services to an SBDC client.
- Soliciting or accepting a compensated position for services which are part of the SBDC network services.
- Disclosing any private or confidential business or personal information to a third party other than SBA without written consent of the client.

## **9. CHANGES IN POINTS OF COMMUNICATION**

The SBDC Lead Center director must notify the SBA district director(s) and the OSBDC within ten days when changes occur in contact information such as physical addresses for lead and Service Centers, telephone numbers, fax numbers, e-mail and website addresses.

## **10. DISPUTE RESOLUTION**

Dispute resolution occurs when there is a programmatic or financial disagreement between the recipient organization and the SBA, and the recipient organization requests that the dispute be handled by SBA in a formal manner.

Any dispute arising during the annual negotiation phase of the Cooperative Agreement, or after award of the Cooperative Agreement, shall be resolved in the manner prescribed and within the time frames stated

in the SBDC regulations and the Notice of Award (Cooperative Agreement). Every effort shall be made to resolve disputes at the district office level.

When handling such disputes, the AA/SBDC has specific responsibilities assigned by law. Other responsibilities reside with District Office personnel and SBA headquarters offices. These are outlined in the SBDC regulations, the notice of award, and Agency regulations governing appeals.

#### **11. SMALL BUSINESS WEEK**

SBDCs are encouraged to promote, support, plan, implement and participate in Small Business Week activities in cooperation and coordination with local and national SBA officials. SBDC Lead Center directors and other SBDC personnel, with their strong links to prominent entrepreneurs and small business advocates in their communities, should nominate individuals for Small Business Week awards. SBDCs are encouraged to submit nominees for the SBDC Service Center of the Year Award.

#### **12. SELECTION OF A LEAD CENTER SBDC DIRECTOR**

In the case of a Lead Center director vacancy, the recipient organization must notify the SBA district director (DD), regional administrator and *OSBDC* when a Lead Center director vacancy is going to occur. A new SBDC Lead Center director should be selected as soon as possible; recruitment plans that would call for filling the vacancy in excess of 120 days beyond the director's departure date must be approved by the *OSBDC*.

Prerequisite to filling a Lead Center director position, the recipient organization must submit recruitment and selection plans for an SBDC Lead Center director position to the SBA district director (or Lead district director when there is more than one district office) with a copy to the *OSBDC* program manager for approval of the plan's adequacy. The recipient organization must take whatever steps are necessary to obtain an adequate and qualified candidate pool for the position, which may include conducting a national search, utilizing distribution services of professional organizations and using the resources of the Association of Small Business Development Centers (ASBDC), etc. However, no SBA employee may participate in any manner in the selection process for any SBDC employees (including lead or Service Center directors). In particular, no SBA employee may participate in a candidate review panel or urge the recipient organization to consider or select a particular candidate.

An interim director must be appointed until a permanent Lead Center director is selected and the DD, the regional administrator and the SBA *OSBDC* must be notified of such appointment.

The SBA district director (or lead district director) will evaluate the credentials of the selected candidate in order to determine whether that individual meets the requirements necessary for the position as described in this document and either concur or object to the selection. If the district director objects to the selection of the SBDC Lead Center director candidate, he or she must provide a written copy of his/her decision to the recipient organization, the regional administrator, and the AA/*OSBDC*. That objection must set forth the relevant selection criteria which the district director believes the candidate failed to meet.

Upon receipt of a written objection, the AA/*OSBDC* shall conduct a fact finding effort with the appropriate parties including the recipient organization, the regional administrator and the district director (or lead district director) to review the reason(s) for the objection.

The AA/*OSBDC* will make the final determination. If the AA/*OSBDC* upholds the SBA district director's (or lead district director) objection, the recipient organization must either select one of the remaining qualified candidates according to the recipient organization's policies or conduct a new recruitment process for the Lead Center Director position.

In all matters concerning the hiring of a Lead Center director, time is of the essence; all applicable law applies.

### **13. EXAMINATIONS AND ACCREDITATIONS**

As outlined in 15 USC 648(k), biennial program and financial examinations of SBDCs are conducted by SBA's Office of Small Business Development Centers (OSBDC). In addition, an accreditation program is operated by the ASBDC under contract from the SBA. As required by the Small Business Act, the SBA may not renew or extend any cooperative agreement with an SBDC unless it has been approved under the accreditation program. Where a finding of deferral (or denial, if SBA agrees to a short term extension of funding authorization) has been imposed upon an SBDC as a result of the accreditation process, a proposal including a plan of work describing actions to be taken and a timeframe for meeting the specified conditions identified in the denial or deferral must be prepared by the SBDC and provided to the AA/SBDC.

OSBDC and the ASBDC Accreditation Committee will work together to focus on improvements and/or corrective actions resulting from financial examinations and accreditation reviews. The AA/SBDC may waive the accreditation requirement and provide funding to an SBDC upon a showing that the SBDC is making a good faith effort to obtain accreditation and/or to correct conditions identified through the accreditation process.

### **14. LEVERAGING RESOURCES**

SBDC training and/or information materials, developed with SBDC program funds (such as publications, training guides/materials, outline courses, on-line tools, websites, CD ROMs and videos) will be made readily available to SBA for use for other federal purposes. All such materials will provide appropriate credit to the developing SBDC. A plan for sharing such SBDC-generated training and information materials for other federal purposes will be prepared by the SBDC program office in cooperation with the ASBDC and the National SBDC Advisory Board.

### **15. DISASTER OPERATIONS PLAN**

Each Lead Center and its Service Centers must have in place disaster plans which are coordinated with the host institution to ensure delivery of services to small businesses in its area of operations. Such plans must be kept on file and available for review by SBA officials. Plans should be reviewed annually by the Center Directors and updated as needed. SBDCs individually, and in cooperation with SBA and other federal agencies as well as state and local entities are encouraged to provide disaster recovery assistance to support impacted small businesses in local economies.

### **16. RECIPIENT ORGANIZATION (LEAD CENTER) TRANSITION ACTIVITIES**

In the event of a recipient organization (SBDC Lead Center) exiting the program, there are a number of procedures which must be undertaken to ensure a smooth transition to a new recipient organization (SBDC Lead Center). These include, but are not limited to:

- Taking an inventory of all property bought with program (both federal and match funds) funds including equipment, personal property, supplies, and intellectual property. The inventory should identify each item and describe its funding source (Federal, match), serial number, software installed if computer, acquisition value, current value, date acquired, current location, and current condition.
- Arranging for the transfer of supplies and equipment to the new host or SBA as directed.
- Arranging for the transfer of clients documents, including counseling and training files.

- Preparing for the transfer of electronic records as soon as possible, to enable the new host to begin services immediately after the termination date. Allowance is made for the exiting host to transfer data records prior to the termination date.
  - Referring clients requesting services to the new SBDC host upon the termination date such as web site and telephone communications.
  - Reconciling all accounts for program funds (both federal and match) as well as program income.
- a. Consistent with the termination of services, transferring the program income fund balance to the new SBDC host at the end of the program period.
- Providing for the submission of final electronic and paper activity and financial reports as required by the Notice of Award.
  - Providing for the submission of final billing as required in the Notice of Award.
  - Providing for the participation in SBA closeout reviews including financial documentation.

## **17. EQUIPMENT**

The Recipient must maintain adequate records for equipment purchased with Federal funds, matching funds/claimed as in-kind match and equipment purchased with program income. These records must include an inventory of equipment, shall include a description of the equipment, acquisition date and cost, location and condition of equipment and the unit acquisition cost. The Recipient agrees that use and disposition of such equipment will be in accordance with 2 CFR Part 215 and 13 CFR Part 143. A copy of the equipment inventory must be made available upon request of the SBA.

## **C. DEFINITIONS**

### **1. BUDGET PERIOD**

The 12-month period in which expenditure obligations are incurred by an SBDC network, coinciding with either the calendar year or the federal fiscal year. For the purposes of this announcement, the initial budget period will be from October 1, 2009 to September 30, 2010 for fiscal states/regions and January 1, 2010 to December 31, 2010 for calendar states/regions.

### **2. BUSINESSES CREATED, NUMBER OF (REPORTING)**

As computed by EDMIS, businesses are considered "Created" if, at the previous session (whether in the current fiscal year, or a past one), the client was not "in business," and at a subsequent session or update (in the fiscal year being reported ) was "in business" (Form 641, Part II, Field 20 and Part III, Field 39).

### **3. CAPITAL INFUSION**

- Dollar Amount of SBA Loans
- Dollar Amount of non-SBA Loans
- Dollar Amount of Equity Capital (to include private investment)

Capital infusion includes all forms of debt and investments from all sources (i.e., lines of credit, consumer debt products used specifically for the business, angel investors, owner's capital contributions, etc.). Credit lines and other revolving debt facilities/instruments are to be recognized for the full amount of the line of credit when established and not to be based on individual draw-downs.

#### **4. REPORTING CAPITAL INFUSION**

Capital infusion will be tracked throughout each fiscal year and compiled from year-to-year to collect aggregate data. Capital infusion is the aggregate amount from Form 641, Part III, \$ Total Amount of SBA Loans, \$ Total Amount of non- SBA loans and \$ Amount of Equity Capital Received. Capital infusion shall be reported, client-by-client, once it is known as an update on Form 641, Part III, and uploaded to EDMIS on a quarterly basis.

#### **5. CONTACT HOURS**

The amount of time spent directly counseling/interacting with a business or individual client.

#### **6. CLIENT**

The client is the business, if it exists. In the case of a prospective business, the client is the individual (i.e., nascent entrepreneur or pre-venture) receiving SBDC services. Each client will be counted only once in a fiscal year, and the reporting will include both the number of sessions and the number of hours spent with the client. There are two types of clients:

a. **In-Business:**

Completed required registration(s), if applicable, with the local, state, and/or Federal government (e.g., DBA registration, get a business license, agency issued tax identifications, etc.) AND at least one of the following:

- Has documented a transaction from the sale of a product or professional or personal service for the purpose of gain or profit;
- Has contracted for or compensated an employee(s) or independent contractor(s) to perform essential business functions;
- Has acquired debt or equity capital to pursue business operations (e.g., to purchase inventory, equipment, building, business, etc.); or
- Has incurred business expenses in the operation of a business.

Start-up: those individuals (entities) who have been in business up to 12 months.

- b. **Nascent (Pre-venture) Entrepreneur:** those individuals who have taken one or more active steps to form a business, according to the Kauffman Foundation ([www.kauffman.org](http://www.kauffman.org)). This includes individuals seeking assistance from SBA and/or one of its resource partners.

#### **7. CONTRIBUTIONS/DONATIONS**

Funds received by the SBDC with no conditions and may be used as match or overmatch in the year expended. Federal funds or amounts reported as match may not be used as contributions to others.

#### **8. COUNSELING**

Services provided to an individual and/or business that are:

- a) substantive in nature and require assistance from a resource partner or District Office personnel in the formation, management, financing, and/or operation of a small business enterprise; AND
- b) specific to the needs of the business or individual; AND
- c) require a signed SBA Form 641 or equivalent form that supports SBA's management information database.

Counseling is one-on-one, in person (face-to-face), on the telephone or electronic. To allow for reporting of time invested in a client, preparatory time will be tracked separately from contact time but attributed toward counseling time in data reporting. Travel time will not count toward counseling time but will be tracked separately.



Face-to-face Counseling (in person):

- ❖ Meets the definition of “counseling” and should be no less than one hour initially (can include prep time in this initial calculation) and includes any counseling session thereafter regardless of time.
- ❖ Reporting Face-to-face Counseling: Each client will be counted once in a fiscal year, with the reporting to include both the number of sessions and the number of hours spent with each. If multiple people participate from one business, only one person will complete SBA Form 641. The counselor will note how many people were there so that the number of people served can be tracked. This will only be collected on the initial SBA Form 641.

On-line Counseling (electronic):

- ❖ Meets the definition of “counseling” and the recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s) AND online counseling should be no less than 30 minutes initially (can include prep time in this initial consultation).
- ❖ Reporting On-line Counseling:  
At a minimum the following fields should be completed on SBA Form 641 or an SBA approved electronic substitute:
  - #3 – Client Name or approved client-coded name/number
  - #4 – Email Address
  - #10 – Zip Code

Telephone Counseling:

- ❖ Meets the definition of “counseling” and the recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s) AND telephone counseling should be no less than 30 minutes initially (can include prep time in this initial consultation).
- ❖ Reporting Telephone Counseling: At a minimum the following fields should be completed on SBA Form 641 or an SBA approved electronic substitute:
  - #3 – Client Name or approved client-coded name/number
  - #5 – Telephone Number
  - #10 – Zip Code

SBDC Program Only:

**Number of Single-year, Long-Term Clients (contact and prep time):** Meets the definition of “counseling” and requires 5 or more counseling hours of contact and prep time per individual or business during the fiscal year being reported.

**Number of Multi-year, Extended Engagement Clients (contact time only):** Meets the definition of “counseling” and requires 5 or more cumulative hours of counseling contact time per individual or business during the fiscal year being reported in combination with any prior year (beginning October 1, 2005).

**9. DISTANCE LEARNING**

Distance learning is the process of connecting learners with remote and multiple resources. Such learning uses communication technologies to stimulate continuous and lifelong learning. The technologies used include video, audio, computer, satellite, audio-graphic and print technologies.

**10. ELECTRONIC COMMERCE (ECOMMERCE)**

Electronic commerce refers to all aspects of business and market processes enabled by the Internet and other digital technologies.

### **11. EQUITY CAPITAL**

Equity contributions to the business as reported on Form 641, Part III. Includes all funding (except loans) obtained by clients attributed to SBDC assistance including: grants, SBIR awards, equity investments (private and owner), etc.

### **12. GOALS AND INITIATIVES**

Goals cover several years and are established by the SBA Administrator or negotiated between the SBA district office and the SBDC. SBDCs also have goals with their local funding partners. Initiatives are shorter term issues of interest or may include populations designated by SBA for special emphasis.

### **13. GRANTS MANAGEMENT OFFICER (GMO):**

The SBA official with delegated authority to obligate federal funds by signing the Notice of Award.

### **14. IN BUSINESS**

A business entity that has been in business for any period of time. A sub-category is start up business. See also definition of Client.

### **15. IN-KIND**

A non-cash match contribution based on the value of goods and services that are provided to the project, which may include office equipment and office space.

### **16. KEY PERSONNEL**

Key personnel includes Lead Center and Service Center directors or managers. It does not include trainers, consultants, counselors or support staff.

### **17. LOAN PACKAGE**

A collection of documents required by a lender used to make a business loan approval decision. It usually includes a business plan plus personal financial records such as tax returns and net worth statements. It stipulates the amount of money needed proposed, use of loan proceeds and evidence that the business can repay the loans on time. It usually includes personal (not business) guarantees of repayment and a listing of collateral – business or personal assets that can be used as security for the loan and may be liquidated by the lender to pay back the loan in case the business defaults on repayment.

### **18. MENTOR-PROTÉGÉ ROUNDTABLES**

Mentor-protégé roundtables link more experienced businesses over a significant time, with less experienced businesses or nascent entrepreneurs (pre-venture). The participants usually meet on a regular basis, either one-on-one or in a group setting. The SBA and/or its resource partners provide the staff time and forge the partnerships necessary to pair mentors and protégés. The counselors' time should be allocated equally to attending clients.

### **19. NASCENT ENTREPRENEUR (PRE-VENTURE)**

An individual who has taken one or more active steps to form a business. An individual who seeks assistance from SBA and/or one of its resource partners meets this definition. SBA's Office of Entrepreneurial Development (OED) includes nascent entrepreneur (pre-venture) as one of its three major market segments: nascent entrepreneur (pre-venture), start-up (individuals who have been in business up to twelve months), and, existing businesses, (businesses in operation more than one year and classified as small by the SBA). See Client.

### **20. NON-DEBT FINANCING (SEE EQUITY CAPITAL)**

## **21. PRE-BUSINESS WORKSHOP**

A training program designed for individuals interested in owning and managing a small business or small business owners who have been in operation up to 12 months. The purpose is to provide a comprehensive introduction to the fundamentals of starting and managing a small business.

## **22. PREP TIME**

**The amount of time spent preparing and researching information for a business or individual client.** To allow for reporting of time invested in a client, preparatory time will be tracked separately from contact time but attributed toward counseling time in data reporting.

## **23. PROGRAM FUNDS**

Includes all SBA/SBDC federal funds and all matching and overmatch expenditures reported on the SF-269 (includes non cash). It does not include other funds under the SBDC umbrella.

## **24. PROGRAM INCOME**

Gross income earned by the recipient that is directly generated by an activity supported with project funds or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award and license fees and royalties on patents and copyrights. Interest earned on advances of federal funds is not program income. Program income must be used to further eligible SBDC program objectives and expended in accordance with SBDC program requirements and applicable OMB Circulars.

The definition for program income is contained in the SBDC Notice of Award and applies to all SBDC Lead Centers and Service Centers whether academic or state-based. In the SBDC program, the term “recipient” is an applicant organization for which funding is approved and which enters into a Cooperative Agreement with SBA. The recipient organization receives the federal funds and is responsible for establishing the Lead Center.

## **25. RECIPIENT ORGANIZATION**

An applicant organization for which funding is approved and which enters into a Cooperative Agreement with SBA. The recipient organization receives the federal funds and is responsible for establishing the SBDC network Lead Center.

## **26. REPORTING CYCLE**

The reporting cycle for performance data is based on the Federal Government’s fiscal year. Data must be reported to SBA based on the four quarters that occur during October 1 – September 30.

## **27. SATELLITE SERVICE CENTER**

A geographic point of service delivery where the SBDC sub-recipient is responsible for the lease and/or overhead.

## **28. SBDC NETWORK/SBDC PROGRAM**

The combination of the Lead Center, SBDC Service Centers and satellite locations.

## **29. SBA RESOURCE PARTNERS**

Organizations that provide services through SBA funding or through another recognized relationship with SBA. Resource partners include SBDCs, Service Corps of Retired Executives (SCORE), Veterans Business Outreach Centers (VBOCs), Women’s Business Centers (WBCs), U.S. Export Assistance Centers

(USEACs), the SBA MicroLoan Program microlenders and non-lender technical assistance providers and SBA Co-sponsorship and Memorandum of Understanding partners.

### **30. SBDC SERVICE CENTER**

An entity authorized by the Lead Center to perform SBDC counseling and training services. There is no direct relationship between a Service Center and the SBA. Lead Centers are encouraged to include Historically Black Colleges and Universities (HBCUs), faith-based and Hispanic Serving Institutions as Service Centers in their networks.

### **31. SPECIAL EMPHASIS GROUPS**

Groups whose members are underrepresented in the population of business owners compared to their representation in the overall population. Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service connected-disabled veterans, self-employed Reserve and Guard members, transitioning military personnel and spouses, individuals in rural areas, individuals in HUBZones and individuals in low to moderate income urban and rural areas as determined by Census Bureau information, among others. This can vary from SBDC to SBDC depending upon location and demographics.

### **32. START-UP BUSINESS**

A business entity that has been in business up to 12 months. See also definition for Client.

### **33. TRAINING (INCLUDING LONG-TERM TRAINING)**

An SBDC training workshop or seminar is defined as an activity or event presented or cosponsored by a resource partner, district office or other SBA office or a third party which delivers a structured program of knowledge, information or experience on a business-related subject. The training must last for a minimum of one hour and include two or more clients in attendance.

**Reporting Training:** The SBA Form 888 is used to collect and report information on traditional classroom-style training. There must be two or more persons in attendance. The agenda and/or program content, attendee list, and evaluations are required for each training event. Records for these training events must be kept at the resource partner location and available for site review.

**On-line training (or webinars):** is a structured program of knowledge, information or experience on an entrepreneurial or business-related subject. It must be of a quality and substantive nature, and include a registration process as well as an evaluation process (e.g. 1-5 star ranking). Online training can be synchronous or asynchronous. The training must be for a minimum of 30 minutes and a course evaluation must be made available, e.g., a resource partner provides a registration and link to the training; it can count as on-line training (note: must meet other criteria listed above).

*Synchronous:* A group of clients proceed through the training module(s) or program as a group.

*Asynchronous:* A client individually proceeds through the training module(s) or program individually and is self-paced.

**Reporting On-line Training:** An SBA Form 888 is required for all online training events. There must be one or more clients participating in the online training. At a minimum, the following fields should be completed on a registration form for on-line training:

- Client Name or approved client-coded name/number
- Email Address
- Zip Code

*In addition, every attempt should be made to collect these data:*

- Race
- Ethnicity
- Gender
- Disability
- Veteran Status
- Military Status

Client registration records and other course information must be retained and made available for review.

e.g. If the resource partner holds an online training session with five satellite events with individual sign-ins, facilitators, etc., they should count as five different training sessions, as each meets the definition of “online training.”

### **Co-hosted Training (Collaborative)**

Meets the definition of “training” and is further defined as an activity where each host organization actively participates and contributes substantially to the training.

**Reporting Co-Hosted Training:** When reporting training numbers for a co-hosted training, the hosts must work together to determine how to equitably divide the number of clients among themselves. Double counting of clients is not permitted.

*Examples involving multiple resource partners contributing to a single training event:*

- If each resource partner contributes a significant amount of presentation time (defined as one hour or more per partner), then each host could count all attendees. Accordingly, if five partners co-hosted a training event with five hours of total presentation time (each partner delivering training for at least one hour) and fifteen persons attended the event, each partner could count fifteen persons trained for one hour each.
- If each partner puts in less than one hour (per partner) of presentation time, the attendee count would be divided among the hosts based on mutual agreement. Accordingly, if five partners co-hosted a training event with 1.5 hours of total presentation time (each partner delivering training for less than one hour) and fifteen persons attended the event, the partners would negotiate how to divide the number of attendees (e.g., each partner could count three persons trained for 1.5 hours).

**Reporting Training with Multiple Sessions:** Each session of a multiple-session training program or course may be counted as an individual course on SBA Form 888. Sessions must correspond with the minimum training duration identified in the definitions listed above.

### **34. TRAINING HOURS (TOTAL NUMBER OF TRAINING HOURS)**

Total hours of training hours are the number of hours that the trainer spends teaching the training session.

### **35. TRAVEL TIME**

**The amount of time spent traveling to/from a location (separate from assigned post-of-duty) to meet with business or individual clients. If meeting with more than one client, travel time is only counted once.** Travel time will not count toward counseling time, but will be tracked separately.

## **D. GUIDELINES**

### **1. BUSINESS MATCHMAKING**

SBDC's are encouraged to participate in SBA Business Matchmaking events. Business Matchmaking provides a means for small businesses to be matched with procurement representatives from government agencies and major corporations with actual contract opportunities. Business Matchmaking is offered at no cost to its participant - buyers or sellers. The events combine education and counseling by pairing expert small business advisors and topical experts with networking and matchmaking through face-to-face events. In addition to the face-to-face events, there is also the Business Matchmaking On-line Network.

### **2. FAITH-BASED & NEIGHBORHOOD PARTNERSHIPS**

SBDC's are encouraged to coordinate activities through either a contractual or partnership relationship with faith-based and other neighborhood organizations. SBDC's are also encouraged to coordinate their efforts with SBA's Faith-Based and Neighborhood Partnership initiatives designed to open Government programs to these organizations to improve their communities. There are no grant funding set-asides for faith-based organizations. Instead, the Faith-Based and Neighborhood Partnership creates a level playing field for faith-based as well as other neighborhood organizations to work with the government to meet the needs of America's communities.

Lead Centers should be aware that many sectarian colleges and universities are eligible to participate in the SBDC program. In assembling and maintaining their statewide/region-wide SBDC networks, Lead Centers should be mindful of not imposing any unnecessary conditions which could prohibit or discourage otherwise eligible faith-based or other neighborhood organizations from seeking to act as Service Centers. If a Lead Center has any question regarding particular entity's eligibility to function as a Service Center, it should contact SBA for further assistance."

### **3. COUNSELING**

SBDCs must provide counseling to both current and nascent entrepreneurs (pre-venture). An SBDC's counseling clients should be reflective of its area's demographics. SBDCs must assist small businesses in solving problems concerning operations, manufacturing, engineering, technology exchange and development, personnel administration, marketing, sales, merchandising, finance, accounting, business strategy development and other disciplines required for small business growth and expansion, innovation, increased productivity, management improvement, and maintaining the industrial base. Fees for counseling may not be charged.

### **4. CO-SPONSORSHIP AGREEMENT**

If one or more organizations and the SBA is involved with an SBDC as co-sponsors, a Co-sponsorship Agreement must be executed by SBA, the SBDC, and all co-sponsors of an activity in accordance with SBA's Co-sponsorship SOP 90 75 2 or revised equivalent.

### **5. ON-LINE COUNSELING**

In order to count counseling toward the SBDC's goals, the counseling must be substantive and must meet all of elements of the definition of face-to-face counseling excluding in-person contact. To receive credit for 30 minutes of counseling, the counselor must spend at least 30 minutes researching and formulating the response. This can include several electronic questions and responses that cumulatively add up to 30 minutes.

SBA Form 641 or an equivalent form that supports SBA's management information database may be completed electronically by the client In states that accept electronic signatures, it may contain an electronic signature. In states that do not accept electronic signatures, the form must have an original signature.

## **6. ENVIRONMENTAL ASSISTANCE**

Environmental assistance includes any activity that encourages, supports and enables small businesses to develop, market and/or adopt environmental technologies (including pollution prevention) to achieve economic growth and environmental compliance. SBDCs are encouraged to consult with appropriate state and/or local providers of environmental technical assistance programs.

## **7. FINANCIAL ASSISTANCE**

SBDCs should work with their SBA district offices to provide services that increase a small business' access to capital. SBDCs are encouraged to develop linkages with lenders, Small Business Investment Companies (SBICs), venture capital firms, Certified Development Companies (CDCs), SBA microlending intermediaries and state and local finance programs.

SBDCs will assist small businesses with business plan development, financial statement preparation and analysis, cash flow preparation and analysis, source and application of funds. In addition, SBDCs, in cooperation with SBA district offices, are expected to offer service to new SBA clients and to assist delinquent SBA borrowers who are referred to them by SBA and/or lenders to assist in problem solving, business restructuring, cost analysis, market penetration and other similar subjects.

## **8. FINANCIAL PACKAGING ASSISTANCE GUIDELINES**

SBDCs are encouraged to provide counseling services that increase a small business concern's access to capital, such as business plan development, financial statement preparation and analysis and cash flow preparation and analysis.

SBDCs should help prepare their clients to represent themselves to lending institutions. While SBDCs may attend meetings with lenders to assist clients in preparing financial packages, they may not take a direct role in representing clients in loan negotiations.

SBDCs should inform their clients that counseling assistance or financial packaging assistance does not guarantee receipt of a loan.

## **9. FINANCIAL ASSISTANCE RESTRICTIONS**

SBDCs cannot make loans, service loans or make credit decisions regarding the award of loans.

The SBDCs must not take a direct role in representing clients in loan negotiations. They should, however, help prepare their clients to represent themselves to lending institutions and may attend meetings with lenders to assist clients in preparing financial packages.

SBDCs must not advocate, recommend approval or otherwise attempt in any manner to influence SBA to provide financial assistance to any of its clients. SBDCs may not charge fees for providing assistance for financial packaging. (Note: Providing any preferential treatment to clients of any specific lender is prohibited, as is the SBDC's acceptance of payment for the provision of counseling services.)

## **10. INTERNATIONAL TRADE SERVICES**

SBDCs will provide international trade finance and market development assistance to small businesses throughout the SBDC network. Where appropriate and to the extent possible, SBDCs will offer special programs. SBDCs will provide international trade assistance by establishing a separate center at one location, or through selected service locations within the SBDC network, to be designated the title of "International Trade Center," depending on the needs of the small business community and the organizational structure of the SBDC. A list of these centers/locations shall be included with the proposal.



Such international trade services will be conducted in conjunction with the SBA representative at the local U.S. Export Assistance Center.

#### **11. INTERNATIONAL TRADE CENTER (ITC)**

International Trade Centers (ITCs) are specialty centers within the SBDC network dedicated specifically to providing international trade services. Where appropriate, SBDCs will establish ITCs to focus on export assistance to small businesses. ITCs must have a separately designated and full-time Director and qualified professional staff. They must have a separate budget within the SBDC and there must be separate international trade related counseling and training milestones established in the SBDC Cooperative Agreement. Separate brochures marketing the SBDC's international services must be developed and distributed.

The ITC will coordinate and use public and private resources to provide assistance to small businesses, and particularly to those small businesses new to exporting, or with export finance packaging needs.

ITCs will provide a broad range of services as appropriate and needed by the small business community, including the following:

- Assist SBA by supporting Export Assistance Centers sponsored by SBA, the Department of Commerce, the Export-Import Bank, and other federal agencies.
- Assess client's export-related financing needs and assist clients in structuring and compiling necessary documentation, (i.e., business plan development, financial statement and analysis, cash flow preparation and analysis, source and application of funds, letters of credit, etc.) for export financing, and particularly for SBA's Export Working Capital Program.
- Develop linkages with local lenders, SBA District Export Finance Officers, Ex-Im Bank personnel and U. S. Export Assistance Center personnel.
- In cooperation with SBA, develop an Export Trade Assistance Partnership (E-TAP) program on an annual basis for new exporters. Create an E-TAP Task Force for its development and cooperation with other appropriate private and public sector partners to provide counseling and training for this program.
- Develop and conduct seminars on opportunities and procedures involved in exporting, export finance, joint ventures, licensing, ISO 9000 and other International Standards Registration, metric conversion and so forth.
- Identify and analyze client's international trade needs, capabilities and problems, and provide in-depth counseling in international trade techniques, procedures and opportunities.
- Use services available through the Federal Bar Association/SBA Agreement to assist in the resolution of client's international trade/legal problems, the Export Legal Assistance Network (E-LAN).
- Assist SBA in promoting and recruiting participants for SBA cosponsored events including those with the Department of Commerce, the Overseas Private Investment Corporation, the Agency for International Development and the Export-Import Bank.
- Assist SBA in disseminating information on trade promotion, trade finance, trade adjustment and trade remedy assistance.

## **12. MANUFACTURING ASSISTANCE**

Many SBDCs partner with the Department of Commerce, National Institute of Standards and Technology's Manufacturing Extension Partnerships (MEPs) to provide specialized services to small manufacturers. Through this partnership, a small manufacturer can receive business management assistance from the SBDC and engineering assistance from the MEPs. Most SBDCs and MEPs view the partnership as significant.

All SBDCs that are partnering with the NIST MEPs are encouraged to continue this valuable assistance to small business manufacturers. SBDCs without a working partnership with the NIST MEPs may wish to pursue one. The nature of any participation with MEPs must be reported in the semiannual and annual reports to SBA.

## **13. MILITARY BASE CLOSINGS AND REDUCTIONS-IN-FORCE**

In those states where base closing or realignments have occurred or will occur, the SBDC must provide a full range of business development and technical assistance services in the affected areas. These services should be specifically designed to meet the particular small business needs that arise as these closings and realignments occur, including services specifically targeted toward existing and former military personnel.

## **14. MINORITY ENTERPRISE DEVELOPMENT**

SBDCs should work with their SBA district offices to provide training and counseling to firms in all stages of participation in the 8(a) Program. Each SBDC must make all of its economic development and technical assistance services available to 8(a) firms in all stages, other minority business owners and prospective minority business owners. SBDCs are encouraged to make special efforts to assist SBA's Minority Enterprise Development 8(a) Program. These efforts include community-based seminars and workshops concerning the SBA's 8(a) Program application process.

SBDCs should inform their 8(a) clients that counseling assistance does not guarantee receipt of a contract.

## **15. NATIVE AMERICAN ASSISTANCE**

Each SBDC must make its economic development and technical assistance services available to Native Americans. Local initiatives for Native Americans shall be supported when appropriate, and to the extent possible, by the appropriate SBDC where it is determined that this assistance is needed. Where appropriate, SBDCs shall provide support to initiatives of SBA's Office of Native American Affairs (ONAA).

## **16. PROCUREMENT ASSISTANCE**

SBDCs are encouraged to provide services that provide basic information needed by small business concerns interested in procurement opportunities in the Government arena. These services should include, but not be limited to:

- Providing information on Government buying methods.
- Identifying the role of SBA Area Directors for Government Contracting located in SBA field offices and Procurement Center Representatives (PCRs) located at Federal Government purchasing activities.
- Educating small businesses about the Federal government's move toward doing business by Electronic Data Interchange, marketing techniques and placement on agency bidders' lists.
- Assisting with the preparation of bids and proposals.

- Identifying subcontracting opportunities.
- Providing counseling and referral information concerning bidders' rights and obligations, appeal procedures, termination and default actions, and size criteria (business advice, not legal advice).
- Providing assistance on contractual, financial and contract administration issues.
- Developing and/or maintaining computerized systems that identify federal, state and local procurement opportunities.
- Assisting eligible small business firms to complete and submit of the HUBZONE Empowerment Contracting Program electronic application.
- Working cooperatively with the Procurement Technical Assistance (PTAC) program.

#### **17. RURAL DEVELOPMENT**

SBDC applicants must make a full range of business development and technical assistance services available to small businesses located in rural areas. These services will be designed to increase rural small business participation in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs.

#### **18. SBDC LEAD CENTER DIRECTOR**

The SBDC Lead Center director, must be a full-time (100%) senior manager who shall direct and monitor the program activities and financial affairs of the SBDC network to deliver effective services to the small business community, ensure the SBDC's compliance with applicable laws, regulations, OMB circulars and Executive Orders as well as implement the Cooperative Agreement. For these purposes, full-time is defined as 100% of time allocated between this grant and other grants that provide management and technical assistance to small businesses. These would include technical assistance programs that the center may be conducting to fully utilize the resources of other federal, state, and local government, academic and private sector programs concerned with aiding small businesses in order to provide seamless but not duplicate business development assistance. Of that, at least 75% of the SBDC Lead Center director's time must be dedicated to the functions of the SBA SBDC cooperative agreement. The SBDC State Director has the responsibility for negotiating the annual Cooperative Agreement with SBA, keeping in mind that national, state and local needs are to be addressed. The Director has authority to control expenditures under the Lead Center's budget. Once an SBDC receives its approved budget and program funding from SBA, the SBDC Lead Center Director must have full authority to manage and implement the budget without restrictions from the host entity. SBDC State Directors may manage other programs in addition to the SBDC program if the programs serve small businesses and do not duplicate the services provided by the SBDC network. However, Directors may not receive additional compensation for managing these programs. The SBDC State Director shall serve as the principal contact point for all matters involving the SBDC network.

#### **19. SBTDC DESIGNATION**

An SBDC seeking designation as a Small Business and Technology Development Center (SBTDC) must submit an application for such designation to the Accreditation Committee of the ASBDC. Each applicant will be expected to fully address the strategic role to be played in its state, the programs and services to be offered, and the resources committed to technology-related management and technical assistance. Upon completion of its review of each application, the ASBDC will forward the applications along with its comments to the AA/SBDCs for approval or disapproval. SBDC Lead Centers, as appropriate, should

pursue a technology designation to provide a higher level of technology services to their clients and include a plan for achieving this as part of the application narrative.

### **SBDC Program Organization and Terminology**

The specific identification “Small Business Development Center” or “Small Business and Technology Development Center” shall be a part of the name of every SBDC organization within the SBDC network. [Note: Existing Alabama and Nebraska SBDCs are exempt from this requirement.] No other name designations or variations will be accepted. SBDCs will have two years from promulgation of revised SBDC regulations (currently in progress) in which to make a necessary name change. An SBDC proposing to use the identification “Small Business and Technology Development Center” must follow the procedures set forth in Section VII, Guidelines, and have the advance written approval of the AA/SBDCs. The state SBDC organization is referred to as the “Lead” SBDC which manages and administers the statewide/region-wide comprehensive small business assistance network, consisting of the Lead Center and its Service Centers. This network is part of the national SBDC program network. The Cooperative Agreement dictates the terms of agreement between the SBA and the Lead Center recipient organization.

### **20. SURETY BOND GUARANTEE ASSISTANCE**

SBDCs are encouraged to educate their resources and small business contractors about the Surety Bond Guarantee (SBG) Program. This includes making available program information at counseling and training sessions and at business, professional and trade association meetings. SBDCs should develop an outreach program and actively promote the SBG program to special emphasis contractors. SBDCs should refer small business contractors to the SBG specialist in one of the four SBG Area Offices (Philadelphia, Atlanta, Denver and Seattle) for detailed information about the program. The Office of Surety Guarantees in SBA Headquarters will provide a power point presentation for this purpose. An SBDC should contact (202)205-6540.

Many contractors are able to leave the program and obtain bonding on their own while others remain in the program for several years. One reason small contractors continue in the program is that they lack management expertise and have ongoing cash flow problems. SBDCs are encouraged to work with the SBG specialist in the appropriate Area Office to identify such contractors and give them the needed business management assistance. Among other areas, this may include business plan development, cash flow preparation and analysis, bid preparation, marketing and financial statement preparation and analysis.

### **21. TECHNICAL ASSISTANCE FOR RESEARCH AND INNOVATION**

The Lead Center must make technical assistance for research and innovation available, directly or through other relationships, to small businesses including, but not limited to: new product development; assisting inventors and high technology firms to research, develop and market their ideas and inventions; assisting non-technological firms to gain access to existing technologies; SBIR-related assistance; and facilitating the transfer of technology and technical data from federal and university laboratories.

### **22. TRAINING**

Applicants will provide quality training designed to improve the skills and knowledge of existing and prospective small business owners/managers throughout the SBDC network. Where appropriate, SBDCs are encouraged to utilize educational technology such as computer-based instruction, distance learning initiatives, video tapes and other electronic mediums to enhance the distribution and quality of educational services.

Training generated by SBDCs must be coordinated with the SBA project officer to avoid duplication with training efforts offered by other local organizations and SBA. In addition, all training materials developed in an electronic format shall be made available to the SBA SBDC project officer, SBDC Clearinghouse and all SBA resources. SBDCs may charge reasonable fees to cover program costs associated with this training. These fees are considered program income and shall be used to expand services and further SBDC program objectives.

An SBDC training workshop or seminar is defined as an activity or event in which a counselor from a resource partner, District Office personnel or a third party actively delivers a structured program of knowledge, information or experience on a business-related subject. There must be two or more attendees. A training course must last a total of an hour or more to be counted as training. Courses with multiple sessions count as one course. An agenda, attendee list and evaluation must be kept in the file. The SBDC must use SBA Form 888 to document and report SBDC training activities. SBA's management information system collects both the number of sessions and hours for the course.

### **23. SBDC CO-HOSTED TRAINING**

SBDCs are encouraged to enter into co-hosted training arrangements with the private sector and other organizations to extend outreach and productivity. (Cooperation between members of the SBDC network; i.e., Lead Center with Service Centers or other organizations funded through the Cooperative Agreement with SBA is not considered a co-hosting.)

In order for an SBDC to receive credit for a co-hosted training event, it must actively participate (i.e., provide speakers, materials, publicity) with the organization assuming primary responsibility for financing the training session. Final responsibility for the quality of the training rests with the SBDC. When reporting training numbers for a training session co-hosted by the SBDC and another SBA resource partner (e.g., WBC, SCORE) and the training session is of such duration that each partner is training for less than one hour each, the partners must work together to determine how to equitably divide the number of clients among themselves. No double counting is permitted so the number that they partners report must equal the total number of attendees at the event. However, in the case where there are breakout sessions lasting one hour or more given individually by the resource partners, then each resource partner can count any attendees participating in their breakout sessions as long as there is a sign-in sheet, an evaluation, and an SBA Form 888 is prepared. Where the training is of such duration that its length is equal to or more hours than the number of ED partners co-hosting the event (i.e., one hour per partner), all partners can report the full number of attendees for the training.

For all co-hosted training among ED resource partners where there will be a distribution of receipts in whole or in part to the co-host, the training file for the activity must document clearly the role and responsibility of the SBDC and each participant receiving a share of the receipts. How the receipts were distributed must also be documented in the training file.

SBDCs are reminded that income received by the SBDC network for all co-hosted programs cannot be used for match funding and should be used to further support the SBDC.

### **24. VETERAN AND SERVICE-CONNECTED DISABLED VETERAN BUSINESS OWNERSHIP**

Each SBDC will make available all of its economic development and technical assistance services to veterans, including service-connected disabled veterans and their immediate families as well as Reservists and National Guard members called to active duty. Both national and local initiatives for veterans shall be supported by the appropriate SBDC as needed. Each SBDC network will establish a minimum of one Veteran Entrepreneurial Training (VET) Program for veterans, service-connected disabled veterans, Reservists and National Guard members as well as active duty military personnel who are pending discharge. The program may include feasibility and marketing studies, preparation of business plans and

loan packages including Patriot Express and formation of support groups to provide follow-up and encouragement to participants.

The SBDC may be requested by SBA to provide specific training and counseling with respect to business opportunities or government contracting, in connection with a local base closing.

SBDCs should contact their state National Guard Adjutant General and all units of the Military Reserves to identify Reservists and National Guard members who are operators of small businesses; are otherwise self-employed, or are essential employees in small businesses, and who have been or may be mobilized pursuant to Title 10 U.S.C. for active duty. SBDCs should offer and provide business interruption counseling and training as needed to minimize adverse financial and operational problems. Such counseling could include, but is not limited to the offering advice on the best feasible means of winding up of business operations and the utilization of federal and state laws, (including the Soldiers and Sailors Relief Act), enacted to protect small business persons who are subject to mobilization to active duty. Additionally, business assistance for self employed Reserve and National Guard members following their release from active duty will be critical to mitigate expenses, secure legal assistance, engage in significant marketing efforts and otherwise minimize the negative effects of the member's mobilization on their small business or practice.

Each SBDC will undertake an initiative to identify veterans on its staff. Each SBDC should also encourage development of a veterans' business network and perhaps convene a local summit for veteran business owners and service-connected disabled veterans business owners as well as Reservists and National Guard members who are subject to be called to active duty. Each SBDC will contact its local VA regional office and link its veterans' business network to VA Vocational Rehabilitation Counselors.

Additionally, each SBDC should endeavor to raise the level of awareness to its audiences at small business seminars, conferences and outreach Program Announcements about the needs of veterans and service-connected disabled veterans. SBDCs also should strive to develop close working relationships with their respective State Department of Veterans Affairs to explore collaborative outreach and referrals.

Pursuant to the Military Reservist and Veteran Small Business Reauthorization and Opportunity Act of 2009, SBDCs shall, as part of the SBA's Outreach and Technical Assistance Program, market and provide technical assistance for SBA's Military Reservist Economic Injury Disaster Loan program including website linkages to assistance programs offered by SBA, the Department of Veterans Affairs and the Department of Defense.

#### **25. WOMEN'S BUSINESS OWNERSHIP**

Each SBDC will make available all of its economic development and technical assistance services to women business owners and prospective women business owners. Both national and local initiatives for women business ownership shall be supported by the appropriate SBDC where it is determined that this assistance is needed. Further, SBDCs will provide support for, coordination with, and referrals to the Women's Business Centers (WBCs). The SBDCs should develop training programs to help women prepare for the global marketplace.

#### **26. Yellow Ribbon Reintegration Program**

Pursuant to PL 110-181, passed January 28, 2008 – The Secretary of Defense initiated the Yellow Ribbon Reintegration Program which provides information, services, referral, and proactive outreach programs to National Guard and Reserve members and their families with sufficient information, services, referral, and proactive outreach opportunities through the 4 phases of the deployment cycle:

- (1) Pre-Deployment.
- (2) Deployment.

- (3) Demobilization.
- (4) Post-Deployment-Reconstitution.

The goal of the Yellow Ribbon Reintegration Program is to prepare Soldiers and Families for mobilization, sustain Families during mobilization, and reintegrate Soldiers with their Families, communities, and employers upon redeployment or REFRAD.

Relevant portions of the “Act” are:

(h) Outreach Services- As part of the Yellow Ribbon Reintegration Program, the Office for Reintegration Programs may develop programs of outreach to members of the Armed Forces and their family members to educate such members and their family members about the assistance and services available to them under the Yellow Ribbon Reintegration Program. Such assistance and services may include the following:

- (6) Financial counseling.
- (9) Employment assistance.

More information is available at <https://www.arfp.org/yellowribbon>.



**E. ON-LINE COUNSELING SERVICES**

**1. SELF ASSESSMENT OF WEB-BASED ACTIVITIES**

It is required that the applicant conduct the following web-based assessment as part of this funding application.

Attached below is SBA’s description of Levels of Web-based technology service delivery and the scoring range for each level. SBA expects its resource partners, including SBDC Networks, to be at a level III or IV.

<b>SBDC SELF-ASSESSMENT OF WEB-BASED ACTIVITIES</b>			
	<b>Indicate</b>		
	<b>One</b>	<b>Scoring</b>	<b>Self-Score</b>
1. Is our SBDC accessible to clients via the Internet?			
	a. Yes	10	
	b. No	0	
2. Can clients obtain current information about upcoming events, training, business opportunities, etc. from our SBDC website?			
	a. Yes	10	
	b. No	0	
3. Is our SBDC website updated monthly to reflect current information and offerings so that the information clients obtain is accurate?			
	a. Yes	10	
	b. No	0	
4. Can clients access SBA’s home page via a link from our SBDC website?			
	a. Yes	10	
	b. No	0	
5. As an enhancement to our technical assistance, can clients directly access specific SBA program areas on the SBA Home Page via a link from our SBDC website? (Procurement, SBIR, International Trade, etc.)			
	a. Yes	10	
	b. No	0	
6. Can clients communicate with our SBDC via an automatic e-mail link?			
	a. Yes	10	
	b. No	0	

7. On our website, can clients: a) Download forms and other templates?  b) Complete and submit forms and other templates?  c) Access a library of business and management resource materials?  d) Access information via search or query mechanisms?  e) Receive services via audio or video streaming?	i) Yes	8	
	ii) No	0	
	i) Yes	6	
	ii) No	0	
	i) Yes	8	
	ii) No	0	
	i) Yes	8	
	ii) No	0	
	i) Yes	4	
	ii) No	0	
8. Can clients register and schedule counseling through an automated Internet system?	a. Yes	8	
	b. No	0	
9. Can clients access an automated needs assessment tool, online diagnostic or expert system to identify the type and level of service required?	a. Yes	4	
	b. No	0	
10. Does this automated needs assessment tool or online diagnostic automatically refer the client to the targeted level of service?	a. Yes	4	
	b. No	0	
11. Can clients obtain assistance from a counselor via: a. Online and real-time chat?  b. E-mail?	i. Yes	6	
	ii. No	0	
	i. Yes	8	
	ii. No	0	
12. What percentage of our clients are initially counseled on-line?	a. None	0	
	b. 1 - 9%	6	

	c. 10% or more	4	
13. What percentage of all counseling hours take place online?			
	a. None	0	
	b. 1 - 15%	8	
	c. 16% plus	6	
14. Can clients register and schedule training through an automated Internet system?			
	a. Yes	8	
	b. No	0	
15. Does our website provide client access to on-line training programs offered by other entities (other SBDCs, university sites, etc.)?			
	a. Yes	8	
	b. No	0	
16. What percentage of training courses reported to SBA can clients obtain on-line, e.g., webinars, self-paced courses, instructor-led courses, shared or cooperative arrangements with other SBDCs or other entities?			
	a. None	0	
	b. 1 - 9%	6	
	c. 10% or more	4	
17. What percentage of the training attendees registered for our on-line training?			
	a. None	0	
	b. 1 - 9%	6	
	c. 10% or more	4	
<b>TOTAL</b>			
<b>Current Level of Web-Based Service Delivery</b>			

## 2. LEVELS OF WEB-BASED TECHNOLOGY SERVICE DELIVERY

### Level I (Range of 1-60 points):

- Has a website providing access 24/7
- Website contains information about upcoming events, training, business opportunities, etc.

- Provides a link to the SBA Home Page
- Provides links to specific areas of the SBA website
- Maintains and updates website on a monthly basis to ensure accuracy
- Website provides direct e-mail access to an SBDC recipient

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**Level II (Range of 61-124 points):**

- Website has capacity for clients to download forms and other templates
- Website provides accessibility to a library of business and management resource materials
- Website has search and query capabilities
- Website has an automated system for registering for and scheduling counseling
- Website has an automated system for registering for and scheduling training
- Website can accommodate communication between clients and counselors via e-mail
- Website provides linkages to online training programs offered by other entities
- From 1-15% of counseling hours take place online

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**Level III (Range of 125-152 points):**

- Clients can complete and submit business and other templates online (forms, business plans, financial statements, etc.)
- Website can accommodate communication between clients and counselors via an online, real time chat capability
- 1-9% of training courses reported to SBA is available online, e.g. webinars, self-paced courses, instructor-led courses
- 1-9% of total counseled clients originated with an online initial counseling session
- 16% or more of counseling hours takes place online
- 1-9% of the training clients reported to SBA registered for online training

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**Level IV (Range of 153-158 points):**

- 10% or more of total counseled clients originated with an online initial counseling session
- 10% or more of training courses reported to SBA is available online, e.g., webinars, self-paced courses, instructor-led courses
- 10% or more of the training clients reported to SBA registered for online training
- Website has an automated needs assessment, diagnostic tool or expert system that identifies type and level of service required
- Website has an automated needs assessment, diagnostic tool or expert system that identifies type and level of service required and refers client to targeted level of service
- Website delivers services via audio or video streaming

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-4

Date: August 17, 2010

Subject: Grant Agreement with Foundation for California Community Colleges

Background: Attached for the Board's review and consideration is Grant Agreement #1012-35 between Riverside Community College District (RCCD) and the Foundation for California Community Colleges (FCCC), for the Child Development Careers WORKs! (CDC-WORKs!) Program. The grant provides funding, fiscal management, and accountability for the District's CDC-WORKs! Program. The program works directly with Early Childhood Studies by providing an opportunity for students who are Temporary Assistance for Needy Families (TANF) eligible to engage in Early Childhood education courses with the goal of obtaining an Associate Teacher and /or Teacher permit in relation to the Child Development Permit matrix. The term for this Grant Agreement is July 1, 2010 through June 30, 2011. Total funds provided are \$100,200.00. Funding source: The Foundation for California Community Colleges.

Recommended Action: It is recommended that the Board of Trustees ratify this Grant Agreement between RCCD and FCCC for the period July 1, 2010 through June 30, 2011 in the amount of \$100,200.00. It is further recommended that the Vice Chancellor, Administration and Finance, be authorized to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Tom Harris  
Acting President, Riverside City College

Shelagh Camak  
Executive Dean, Workforce Development and Resources

Michael Wright  
Director, Workforce Preparation Grants and Contracts



THE CHILD DEVELOPMENT CAREERS WORKS! (CDC-WORKs!) PROGRAM  
(Formerly TEMPORARY ASSISTANCE FOR NEEDY FAMILIES -  
CHILD DEVELOPMENT CAREERS (TANF-CDC)  
PROGRAM)

GRANT AGREEMENT 1012-35

BY AND BETWEEN THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND THE  
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (Foundation)

This Agreement (Agreement) between the Riverside Community College District (the District/College) and the Foundation for California Community Colleges (Foundation) is entered into this first day of July 2010 for the purposes of providing grant funding, fiscal management, and accountability for the Child Development Careers WORKs! (CDC-WORKs!) Program operated by the District's Riverside College and Moreno Valley College.

The Agreement includes the following Attachments:

- Attachment A: Participating College's Work Plan (Scope of Work)
- Attachment B: CDC-WORKs! Program Budget
- Attachment C: Travel Reimbursement Rates and Conditions
- Attachment D: CDC-WORKs! Program Allowable Cost Guidelines

## 1. GRANT FUNDING

The Foundation for California Community Colleges (Foundation) provides centralized fiscal and administrative services to community college districts for the CDC-WORKs! Program funding as set forth in this Grant Agreement. The Foundation is the official auxiliary foundation for the California Community Colleges system, recognized by the Board of Governors under the provisions of the California Education Code section 72670.5.

The District/College agrees to perform all its duties as a grantee and to comply with all state and federal laws and regulations applicable to its CDC-WORKs! Program grant, including those identified in this grant agreement.

## 2. DUTIES OF THE DISTRICT AS GRANTEE

The District/College shall:

- 2.01 Complete the tasks and requirements described in this Agreement.

- 2.02 Use the Foundation's Participant Tracking System (PTS) to report and track participant information including, but not limited to, participant enrollment levels, progress toward goals, units attempted/completed, Associate Teacher and Teacher Permits awarded, post-training employment and wages.
- 2.03 Ensure a minimum of one campus representative participates in one of the CDC-WORKS! Monthly Program Update conference calls, when available.
- 2.04 Ensure the appropriate stewardship of federal funds and adherence to State and Federal laws, guidelines and regulations for maintaining financial management expectations and procedures. This includes, but is not limited to, ensuring that expenditures are made pursuant to this Agreement which are in compliance and in conformity with the applicable provisions of the Office of Management and Budget (OMB) Circulars. District is responsible for obtaining the most recent version of all applicable OMB Circulars (Costs, Administration and Audits). The OMB Circulars are available online at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).
- 2.05 Monitor the day-to-day operations of grant-supported activities to assure compliance with applicable federal and state requirements and achievement of CDC-WORKS! Program guidelines, policies, procedures and objectives.
- 2.06 Ensure that program staff maintain up-to-date case files for every participant.  
A case file should contain, but is not limited to:
  - CDC-WORKS! Permit-Education Requirements Plan (Associate and/or Teacher Permit)
  - Participant Enrollment & Authorization Form
  - A copy of the approved CalWORKs Welfare to Work Plan (for current CalWORKs participants)
  - Benefits Summary Form, Notice of Action, CalWORKS Plan or any other official documentation (for former CalWORKs participants)
  - Current Transcripts (evaluated every semester)
  - Fingerprint & Background Check Verification
  - Participant case notes
- 2.07 Adhere to established grievance procedures for the resolution of any disputes by a student participating in the CDC-WORKS! Program.
- 2.08 Maintain Internet access, e-mail and phone capability.
- 2.09 Comply with all provisions of the CDC-WORKS! Program design, program operation, monitoring and evaluation contained in the grant between the Foundation and the California Department of Education. A copy of this grant can be obtained by contacting the Foundation's CDC-WORKS! Program Director.
- 2.10 Comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793 794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with Section 30), Division 1, Title 5, California Code of Regulations; and Section 613(a), Individuals with Disabilities Education Act of 1975, as amended.
- 2.11 Maintain Program staff at each participating college campus to assume responsibility for overall campus Program direction and coordination of Program requirements. The Program Facilitator shall be a faculty or staff person within the Child Development



Department or an individual with similar skill sets and knowledge of the field of Early Childhood Education and CalWORKs policies.

- 2.12 Provide notification to the Foundation's CDC-WORKs! program staff of the names and contact information for all Program staff.
- 2.13 Notify and involve the Foundation immediately if an alteration in the staff layout is deemed necessary. The Foundation must support the change in staff.
- 2.14 Selection guidelines for the Program staff shall include:
  - Comprehensive knowledge of, and experience with the campus Early Childhood Education (ECE) program, Child Development Permit Matrix requirements and application process, local ECE employer community, and the campus and county CalWORKs Program design and requirements.
  - Ability to effectively collaborate and coordinate multiple Program requirements, services, objectives and outcomes.
  - Experience with assessing, monitoring and identifying resources to meet on-going participant educational and support service needs.
  - Ability to effectively collaborate and coordinate multiple Program requirements, services, objectives and outcomes.
- 2.15 Maintain an active participant roster within ten percent (10%) of its designated slot allocation monthly
- 2.16 Recruit, train, and assist participants in designing career plans specific to their Associate Teacher permit or Teacher permit career goal.
- 2.17 Assist eligible participants to enroll in appropriate classes required to obtain Associate Teacher or Teacher permits.
- 2.18 Administer the campus Program budget as required and authorize payments for Program expenses as itemized in the approved budget.
- 2.19 Advocate and oversee participant placements with mentors.
- 2.20 Track and report CDC-WORKs! Program mentor/mentee placements via the Foundation's Participant Tracking System (PTS) on a semester basis.
- 2.21 Place participants on a campus lab school site or local mentor site to satisfy their practicum and/or work experience Program requirements.
- 2.22 Establish and maintain a "wait list" to replace participants who drop from the Program with other qualified/screened participants.
- 2.23 Ensure the Program staff evaluate and approve replacement candidates and draft completion plans.
- 2.24 Submit Quarterly Reports and invoices to the Foundation no later than the 15<sup>th</sup> day following the report quarter. Submit invoices to the Foundation no later than the 15<sup>th</sup> day following the report month.
- 2.25 Promote the CDC-WORKs! Program on campus and in the community.

- 2.26 Participate in external Quality Improvement Programs (QIP) evaluation initiatives, as identified and directed by the Foundation.
- 2.27 Work with the local ECE Advisory Committee to solicit input on the college's local service area needs, the ECE coursework, participant opportunities for work and practicum experience, and employment.
- 2.28 Coordinate with the campus job developers to maximize employment opportunities for participants.
- 2.29 Send a minimum of one campus representative to all CDC-WORKs! Program trainings, monthly conference calls, and PTS webinars for which they are funded.
- 2.30 Document the academic instruction provided to each Program participant, the County Welfare Department's certification of CalWORKs eligibility of participants and approval of the ECE specific training program, and the Resource and Referral (R&R) agency assistance in the paid job placement of participants.
- 2.31 Maintain comprehensive records on the progress of each participant via the Participant Tracking System (PTS) and other campus tracking systems as needed, and complete Quarterly Reports, as well as participate in Program evaluation to be conducted by the CDE, the Foundation, or their designee.
- 2.32 Ensure that the Program staff track participants for one year after completing the program and update the PTS with education and employment information.
- 2.33 Ensure that the Program staff assists the Foundation in the collection of demographic and Program related data, including data available from the established Chancellor's Office and/or the Foundation's CDC-WORKs! Program Participant Tracking System (PTS) and from other program records, for the purpose of self-evaluation of the Program.
- 2.34 Ensure that the Program staff assesses participant eligibility - using the following criteria:
  - The student is on CalWORKs cash aid and has an approved welfare-to-work plan on file with the County Welfare Department, which specifically includes approval to participate in the Program, or the student was previously on CalWORKs cash aid which was verified by the County Welfare Department.
  - The student expresses a genuine interest in ECE as a vocation, rather than participating in the Program to secure short-term employment.
  - The student confirms their commitment to obtain an Associate Teacher and/or Teacher Permit in relation to the Child Development Permit Matrix.

- The student completes screening and assessment to determine the potential to succeed in the academic program and possesses the interpersonal skills necessary to work successfully with families and children.

2.35 Once a participant is selected, the Program staff ensures that the participant:

- Be provided an orientation to the Program structure, expectations, training schedule, and courses and topics to be covered.
- Participate in the development of a customized Permit Education Requirements Outline describing how the student will meet all unit requirements, practicum, and permit certification and, if necessary, a description of basic skills/English as a Second Language (ESL) assistance within the Program's design.
- Obtain a referral to the campus Financial Aid Office to receive financial aid eligibility information, including but not limited to the Board of Governor's (BOG) Fee Waiver, if applicable.
- Submit for processing a criminal and fingerprint background clearance application required for all individuals who work in a licensed child care center and/or who apply for a Assistant Teacher Permit.
- Continue to participate in the Program based on a semester-by-semester evaluation conducted by the Campus Coordinator of the student's satisfactory progress towards the goals and update the PTS with the according information.

2.36 Program staff should transition a participant to the appropriate Participant Tracking System (PTS) status no later than 10 days after change. The statuses are defined as following:

Active: Participants are enrolled in coursework required for their permit. Upon completing coursework, each participant gets one semester grace period where they can remain in "Active." Once that semester is over, they are to be moved to "Pending." Pending: Participants have completed their work experience and have applied for their permit. Once they obtain the desired permit, Exit them as a "Success." If there is an understanding that the participant will no longer be in the program, they should be exited as a Withdrawal. If the program coordinator has lost complete contact with a participant who is not actively involved in the program, they must be exited as Lost.

### 3. TERMS OF GRANT

- 3.01 The term of this grant shall be for a period of one program year; beginning July 1, 2010 and through June 30, 2011. In order to receive completed reimbursement under this Agreement, District shall ensure Participant Tracking System Data is current and ensure receipt of Final Monthly Reimbursement Invoice no later than July 15, 2011.
- 3.02 The Foundation shall have the sole option to extend the term of this Grant Agreement for up to one (1) additional year, for a maximum total Grant Agreement term of two (2) years.

Prior to this extension, the District must submit a work plan and budget to the Foundation no later than April 18, 2011.

#### 4. GRANT AMOUNT AND PAYMENTS

- 4.01 In consideration of satisfactory performance of services described in this Agreement and Attachments, the Foundation agrees to pay the Riverside Community College District/ Riverside College and Moreno Valley College a total amount not to exceed \$ 100,200.00. The Foundation may increase or decrease this budget if program enrollment is consistently 10% more or less than the slot allocation.
- 4.02 Grant funds shall be expended only for the items and amounts identified and in accordance with the Allowable Cost Guidelines (See Attachment D), section 2.04 above and in support of the CDC-WORKS! Program activities described in this Agreement.
- 4.03 Grant funds expended for the operation of this grant shall take place proportionately throughout the program year, and every monthly invoice shall only reflect costs incurred for the month of the invoice, unless the Foundation approves otherwise. If the costs incurred throughout the second half of the program year (January, 2011 through June, 2011) are more than 10% greater than the costs incurred during the first half of the program year (July, 2010 through December, 2010), the Foundation may choose not to reimburse the District for these additional costs.
- 4.04 Payments shall be made as set forth below.
- a. Payments shall be made monthly in arrears on a cost reimbursement basis upon Foundation's receipt of the Monthly Reimbursement Invoice from the District/College no later than the 15th day following the report month. (See Attachment D: Allowable Cost Guidelines for detailed information on the allowable uses/expenditure of funds). Late invoices will be held over for payment in the following month.
  - b. Payments shall be made to the District/College on a monthly basis upon receipt of a CDC-WORKS! Program Monthly Invoice and Quarterly Narrative via Participant Tracking System (PTS). Based upon the California Department of Education (CDE) contract's policies and procedures, the Foundation may retain out of each payment an amount equal to ten percent (10%) thereof. The Foundation shall make final payment of the ten percent to the District upon completion and acceptance of work and payment by the CDE.
  - c. Payments to be made to the District/College as specified herein shall include all taxes of any description, federal, state and municipal, assessed against the District/College by reason of this grant.
  - d. Funds available under this contract that are not expended and invoiced by the District /College within the corresponding performance period shall revert back to the Foundation. Program funds will not be carried over from one Program year to the next.

#### 5. GRANT REVISIONS AND LEVEL OF CDC-WORKS! SLOT ALLOCATION

- 5.01 Changes to this Grant Agreement, the District/College's performance objectives, work plan, budget, and participant slot allocation levels must receive prior written approval by Foundation's CDC-WORKS! Program Director.

## 6. REPORTS

The District (participating colleges within the District) shall prepare the following reports (forms provided by the Foundation) which must be received by the Foundation by the specified dates. Failure by the District to meet report deadlines may jeopardize funding.

### District Reporting Responsibilities:

- 6.01 Quarterly Reports: Submit a quarterly report to the Foundation through the Program's Participant Tracking System (PTS), no later than the fifteenth day of the following report quarter.
- 6.02 Monthly Reimbursement Invoices: Submitted to the Foundation on Foundation forms no later than the fifteenth day following the month in which the expenditures were incurred. Monthly Reimbursement Invoices shall not be processed without the Invoice Verification for the corresponding month to support the amount claimed on the invoice.
- 6.03 Final Monthly Reimbursement Invoice and Year End Report: Submitted to the Foundation on Foundation prescribed report forms, no later than July 15, 2011.

## 7. PROGRAM EVALUATION AND DATA COLLECTION

- 7.01 The CDC-WORKs! Program Facilitator and/or CalWORKs Liaison shall provide all data and reports which may be requested by the Foundation, the California Department of Education (CDE), and/or third party evaluators.

## 8. GRANT AUDIT

- 8.01 The parties entering into this Grant Agreement will be subject to the examination and audit of the State Auditor for a period of five (5) years after final payment for each program year under the grant.
- 8.02 The District/College agrees to obtain a timely audit where required in accordance with applicable audit guidelines. In the case of grants supported with federal funds, this shall include audit requirements of the applicable federal Office of Management and Budget (OMB) Circular.
- 8.03 All subcontracts or sub-grants entered into pursuant to this grant shall be subject to the examination and audit by the State Auditor for a period of five (5) years after the final payment for each program year under the grant.
- 8.04 The District/College agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The District/College agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The District/College agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the District/College agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant Agreement

9. TRAVEL

9.01 Travel expenses necessary to the performance of this grant, must adhere to State regulations as described in Attachment C: Travel Reimbursement Rates and Conditions. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.

10. AVAILABILITY OF CDC-WORKS! PROGRAM FUNDS

10.01 Grants which are funded in whole or in part by the federal government contain a thirty day cancellation clause and the following provisions:

- a. It is mutually understood between the parties that this grant may have been written before the appropriation of funds by the California Department of Education and/or Congress, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant were executed after that determination was made.
- b. This grant is valid and enforceable only if sufficient funds are made available to the Foundation by the California Department of Education and/or Congress for the current fiscal year for the purposes of this program. In addition, this grant is subject to any additional restrictions, limitation or conditions enacted by the California Department of Education and/or Congress that may affect the provisions, term or funding of this grant in any manner.
- c. It is mutually agreed that if the California Department of Education and/or Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.
- d. It is mutually understood and agreed that if sufficient federal, state and/or local funds are not appropriated for this program, Foundation shall have no liability to pay any funds whatsoever to District or to furnish any consideration under this Grant Agreement and District shall not be obligated to perform any provisions of this Grant Agreement. Depending on whether funding is reduced or terminated, Foundation, in its sole discretion, may either (a) terminate this Agreement without further liability to Foundation or (b) propose an amendment to this Agreement for a reduced scope of services and/or at a lower price, which may be retroactive to the beginning of the term of this Agreement. Any such amendment shall require the mutual agreement of the parties.
- e. District shall inform any subcontractors and/or subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- f. In addition, this Agreement is subject to any additional restrictions, funding restrictions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, terms or funding of this Agreement in any manner.
- g. In the event that federal, state and/or local funds are sufficiently appropriated, but the State of California suspends payments to Foundation for the services performed under this Agreement for any reason, Foundation shall have the option to suspend performance of this Agreement and suspend payments to District until State of California rescinds the suspension.

- h. The Foundation also reserves the right to cease payment under this Agreement if the State of California issues IOUs to the Foundation.

## 11. INTELLECTUAL PROPERTY, INVENTIONS, AND NEW TECHNOLOGIES

- 11.01 Any ideas, concepts, know-how or techniques relating to intellectual property and applied technologies, developed during the course of this grant by the District/College, or jointly by the District and the State, can be used by either party in any way it may deem appropriate unless specified in writing.
- 11.02 All inventions, discoveries or improvements of the intellectual property and applied technologies developed pursuant to this grant, shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the District/College or any person and further agrees that the District/College or any other such person may sub-license additional persons on the same royalty-free basis unless limitations are clearly negotiated prior to development.
- 11.03 If this grant involves private sector participants, patent rights for subject inventions (if any) shall be defined in a private sector agreement between the District/College institution and the private sector participants. The Foundation shall retain for state purposes limited intellectual property rights. This limited right is a royalty-free, nonexclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and prototypes) conceived and first actually reduced to practice during the term of the grant.
- 11.04 The District/College shall obtain these same rights for the State from all subcontractors and others who produce copyrightable material, intellectual property and applied technologies under this grant. The District/College shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors.
- 11.05 No subcontract shall be entered into without these rights being assured to the State from the subcontractor.

## 12. PERSONAL AND REAL PROPERTY

Personal and real property procured with these funds will be used for the purpose of the grant and will remain the property of the State. The District/College will adhere to all property management procedures and property accountability requirements as published by the State.

## 13. STANDARDS OF CONDUCT

The District/College hereby assures that, in administering this grant, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the grant and avoiding any conflict of interest in its administration.

- 13.01 General Assurance: Every reasonable course of action will be taken by the District/College in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The grant will be administered in an impartial manner, free from personal, financial, or political gain. The District/College, its executive staff, and employees, in administering the grant, will avoid situations that give



rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- 13.02 Conducting Business: No relative by blood, adoption, or marriage of any executive or employee of the District/College will receive favorable treatment for enrollment in services provided by, or employment with, the District/College.

Executives and employees of the District/College must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the District/College to conduct business with a friend or associate of an executive or employee of the District/College, an elected official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.

- 13.03 Avoidance of Conflict of Economic Interest: An executive or employee of the District/College, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by the District/College or the State. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under the agreement.

No member of the district governing board may cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

#### 14. PROHIBITIONS AGAINST OUTSIDE AGREEMENTS

The District shall not enter into agreements related to products and/or services of this contract with any out-of-state agency or organization. Any out-of-state agency or organization shall negotiate with the Foundation for products and/or services pertaining to this contract.

#### 15. OWNERSHIP OF MATERIALS

All materials developed under the terms of this agreement will become the property of the Foundation. The Foundation reserves the exclusive right to publish, disseminate and otherwise use materials developed under the terms of this agreement. (The Foundation reserves the right to review any materials potentially for sale to determine if they are outside the scope of work. The District MUST seek review and approval from the Foundation before proceeding to produce for sale any materials related to this Agreement.)

#### 16. STAFF REPLACEMENTS

The District will be required to obtain prior approval from the Foundation before changing professional project personnel.

#### 17. GENERAL TERMS AND CONDITIONS

- 17.01 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date (Termination Date") for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay the Foundation (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by the Foundation on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to the Foundation on such Termination Date. In addition, the District shall reimburse the Foundation for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date shown on the first page and will continue in effect until the Termination Date.
- 17.02 Assignment: This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this Section will be void.
- 17.03 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit, the terms contained in the exhibits will control. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.
- 17.04 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.
- 17.05 Notices. All notices that either party may give to the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth in the Agreement.
- 17.06 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
- 17.07 Certification Regarding Lobbying. District agrees to comply with all applicable limitations on the use of Agreement funds to influence certain federal contracting and financial transactions as described in Section 1352, Title 31 of the U.S. Code.

17.08 Debarment and Suspension. For federally funded agreements in the amount of \$25,000 or more, the District agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. (Executive order 12549, 7 CFR part 3017, 45 CFR Part 76, and 44 CFR part 17).

17.09 Insurance Coverage Requirements. All participating colleges within the District shall purchase and maintain throughout the term of this Agreement evidence of the required insurance coverage set forth below. All insurances required to be carried pursuant to this Agreement shall be primary, and not contributory, to any insurance or self-insurance carried by FCCC or the State of California. Upon request, the District is required to provide to the Foundation copies of evidence of insurance coverage, via certificate of insurance. This shall include copies of additional insured endorsements adding the "Foundation for California Community Colleges, its officers, directors, and employees" to the commercial general liability policy. Insurance requirements include:

- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- b. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- c. Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the District is responsible. If the District's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which District is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease- policy limit:	\$1 million
Disease- each employee:	\$1 million

17.10 Indemnification. The District hereby agrees to indemnify and hold harmless the Foundation against any and all liability, claims, suits, losses, costs and legal fees caused by , arising out of, or resulting from any negligent act or omission of the District in the performance and/or failure to perform within this Grant Agreement including the negligent acts or omission of any direct or indirect employees of the District.

The Foundation hereby agrees to indemnify and hold harmless District against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the Foundation in the performance and/or failure to

perform within this Grant Agreement including the negligent acts or omission of any direct or indirect employees of the Foundation.

- 17.11 Disputes. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with the Foundation within ten (10) days of discovery of the problem. Within ten (10) working says, the Foundation President or his/her designee shall meet with the parties for purposes of resolving the dispute. The decision of the Foundation shall be final.
- 17.12 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

DISTRICT/COLLEGE CONTACTS

18.01 Responsible Administrator (*Appropriate Program Area*):

Name: Shelagh Camak Title: Executive Dean, Workforce and  
Resource Development  
Email: Shelagh.camak@rcc.edu Phone: 951-222-8671 Fax: 951-222-8769

18.02 CDC-WORKs! Program Facilitator:

Name: Debbie Whitaker Title: Associate Dean  
Email: Debbie.whitaker@rcc.edu Phone: 951-222-8434 Fax: 951-222-8690

18.03 CalWORKs Program Liaison:

Name: Annie Pattison Title: Adjunct Counselor  
Email: Anne.pattison@rcc.edu Phone: 951-222-8694 Fax: 951-222-8769

18.04 District Chief Business Officer

Name: James Buysse Title: Vice Chancellor, Administration &  
Finance  
Email: Jim.buysse@rcc.edu Phone: 951-222-8047 Fax: 951-222-8893

19. Signatures

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Agreement and commit their respective organizations to comply with them.

On behalf of the District:

Name: James Buysse  
Title: Vice Chancellor, Administration & Finance  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of the Foundation:

Signature of Hillery Gladden:  
(Executive Director of CDC-  
WORKs! Program)  
\_\_\_\_\_  
Date: \_\_\_\_\_

The Foundation's Corporate  
Officer Signature:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other Authorized Signatory:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return one (1) of the two (2) Grant Agreements with original signatures to:

André Lipinski, Youth and Adult Services Program Assistant  
 CDC-WORKS! Program  
 Foundation for California Community Colleges  
 1102 Q Street, Suite 3500  
 Sacramento, CA 95811

For information or assistance, please contact Leslie Snoke at (916) 325-0123 or by e-mail at: [lsnoke@foundationccc.org](mailto:lsnoke@foundationccc.org)

ATTACHMENT A

PARTICIPATING COLLEGE'S  
 WORK PLAN (SCOPE OF WORK)

Foundation for California Community Colleges 2010-2011 Child Development Careers WORKS! Program (CDC-WORKS!) Application Work Plan	College Name: Riverside Community College
	District: Riverside Community College District
	Grant Agreement: 1012-35
	Slots Allocated: 35

Purpose/Background: Outlines expectations of accomplishments and deliverables for the program year and establishes a clear picture of the program design.

I. Student Support and Achievements

Recruitment and Enrollment Outcome(s):

CDC-WORKS! Program staff will recruit and enroll qualified/motivated students to fill 100 percent of allocated slots.

The campus CDC-WORKS! Program will maintain an *Active* participant roster within ten percent (10%) of its designated slot allocation throughout the program year.

Program/ Student Activities

List the activities associated with meeting the expected outcomes.

Timelines Report on when each activity will occur.	Responsible Person Report the person(s)	Method of Tracking Report on the tracking measures used for each activity.

			responsible for each activity.	
<b>Required program activities:</b>				
1. Outreach will be made to potential CDC-WORKS! Program participants within the college and the community.	Every semester	Anne Pattison,	Outreach calendar/log of referrals from county and college departments	
2. Comprehensive screening and assessment will take place prior to enrollment in the program.	During initial counseling appointment	Anne Pattison,	CalWORKs Student Information (CSI) database, and Datatel	
<b>Other activities:</b>				
1. Riverside County GAIN meetings each semester. 2. CDC spiral bound brochure and RCC California Child Development Permit Matrix handout are given to students and GAIN staff, and posters are utilized on campus to market the program.	Each semester Counseling appointment	Anne Pattison	Calendar CSI database to document student appointment	

<p><b>Student Retention and Achievements Outcome(s):</b></p> <p>1. Student Milestone Achievement  <i>Track 1: General CDC-WORKS! student population.</i>                  At least 70 percent of students will achieve 6 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.</p> <p><i>Track 2: Students with special circumstances, including health issues, learning disability, English Language Learner, family emergency and limited course availability.</i>                  At least 70 percent of students will achieve 3 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.</p> <p>2. Student Permit Attainment                  A minimum of 6 participants enrolled in the CDC-WORKS! program at Riverside City College will apply for and/or receive an Associate Teacher or Teacher permit upon completion of the 2010-2011 program year.</p>	<p><b>Timelines</b>                  Report on when each activity will occur.</p>	<p><b>Responsible Person</b>                  Report the person(s) responsible for each activity.</p>	<p><b>Method of Tracking</b>                  Report on the tracking measures used for each activity.</p>
<p><b>Program/ Student Activities</b>                  List the activities associated with meeting the expected outcomes.</p>			



<i>Required program activities:</i>				
1.	Students will receive a comprehensive program orientation.	Initial counseling appointment	Anne Pattison,	CalWORKs Student Information (CSI) Database, Datatel, and PTS
2.	Students will receive a customized Permit Education Requirements Outline and on-going assessments of progress made towards their permit goal.	Counseling appointment at least once a semester	Anne Pattison,	Student Educational Plan, Datatel, & PTS
3.	Students will be provided with a venue for cohort activities that encourages peer collaboration and support.	Every semester	Anne Pattison and Tynesha Woolfork, VISTA	CSI database, PTS Quarterly Report
4.	Students will receive assistance with placement sites to fulfill practicum and/or work experience requirements.	Internship Courses: EAR 30 & EAR 41. CalWORKs Work study placements are ongoing.	ECS Instructors, Heather Yates – Student Employment (Work Study), and Tynesha Woolfork	Student file, student log, PTS, CSI
5.	Students will receive assistance with completing and submitting the permit application to the Commission on Teacher Credentialing.	At completion of 2 or 4 core classes and all Teacher Permit requirements	Anne Pattison,	Commission on Teacher Credentialing website, student file, PTS
6.	Students will receive resources/ referrals to assist with job placement within the ECE field.	As needed	Heather Yates, Student employment, Greg Ramirez, Job Placement Technician	Greg Ramirez , Student file, CSI
7.	Students will be referred to additional resources within the campus and the community (e.g. mentoring services, tutoring services).	As needed	Anne Pattison,	Case management, student file
8.	Program staff will form a working relationship with the campus CalWORKs office, Child Development Department, CEC Mentor Program, and Child Development Training Consortium in order to adequately meet student needs.	Ongoing	RCC Workforce Preparation and CDC WORKS staff	CDC WORKs staff are CalWORKs counselors. CDC WORKs Facilitator is the Associate Dean, Early

			Childhood Education. RCC ECE has regular scheduled Advisory Meetings with the CEC Mentor staff for CDTC.
<i>Other activities:</i>			
Cohort meetings will be held each semester in the form of workshops and study groups.	Workshops – each semester Study groups – bi-weekly	Anne Pattison Tynesha Woolfork	PTS – Quarterly Report, sign in sheet

<b>Student Follow-up Outcome(s):</b>			
<ol style="list-style-type: none"> <li>100 percent of CDC-WORKS! students, that exit the program with a permit, will be contacted for follow-up within one month and again at one year. At least 25 percent of these students will successfully complete the follow-up survey via phone, web, or USPS mail.</li> <li>100 percent of CDC-WORKS! students who withdraw from the program will be encouraged to complete an exit survey.</li> </ol>			
<b>Program/ Student Activities</b> List the activities associated with meeting the expected outcomes.	<b>Timelines</b> Report on when each activity will occur.	<b>Responsible Person</b> Report the person(s) responsible for each activity.	<b>Method of Tracking</b> Report on the tracking measures used for each activity.
<i>Required program activities:</i>			
1. All students will be contacted in order to track their employment and education information upon successful completion of the CDC-WORKS! program.	Within one month and one year	Anne Pattison,	CSI database and PTS
2. Program staff will report follow up data in the Participant Tracking System (PTS).	Each month, as needed	Anne Pattison,	PTS
<i>Other activities:</i>			

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II. Program Administration

Data Management and Reporting Outcome(s):			
Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
<ol style="list-style-type: none"> <li>1. Ensure student file and program data accountability.</li> <li>2. CDC-WORKS! Program staff will effectively utilize the full range of system features of the Participant Tracking System (PTS) to accurately track and report student progress to the FCCC in a timely manner.</li> </ol>			
<i>Required program activities:</i>			
1. Program staff will enter student information into the PTS within 10 business days of enrollment into the program.	Within day or two	Anne Pattison,	PTS and CSI database
2. Program staff will update tracking and milestone information for each student on a consistent basis and upon completion of each semester (i.e. coursework and work experience completion; supportive services received; mentoring services received; fingerprint clearance).	Reported when service received. Coursework/work experience at end of semester.	Anne Pattison	PTS, CSI database, Datatel
3. Program staff will submit all requested participant files within 10 business days to FCCC.	Within 10 days	Anne Pattison	CSI database
4. Program staff will submit all quarterly reports in the PTS within 15 business days of the end of the reporting period.	Within 15 days	Anne Pattison	PTS

5. Program staff will respond to Mid-Year analysis comments within 10 business days to FCCC.	Within 10 days	Anne Pattison	PTS, Galaxy
6. A minimum of one program staff representative will participate in the FCCC monthly conference calls.	Monthly	Anne Pattison, Tynesha Woolfork, or Debbie Whitaker	Conference Call Notes
7. A minimum of one program staff representative will participate in CDC-WORKs sponsored trainings and meetings (e.g. Regional Institutes; PTS webinars).	Attend all	Anne Pattison	CDC WORKs! Program File
8. Program staff will respond to end of the year analysis comments (as applicable) within 10 business days to FCCC.	Within 10 days	Anne Pattison	PTS, Galaxy
9. Program staff will participate in program evaluation as directed by the FCCC, CDE-CDD, or its designee.	Evaluation scheduled time	Anne Pattison	CDC WORKs Program
<i>Other activities:</i>			
1.			

<b>Budget Management Outcome(s):</b>			
Ensure fiscal accountability.			
<b>Program/ Student Activities</b> List the activities associated with meeting the expected outcomes.	<b>Timelines</b> Report on when each activity will occur.	<b>Responsible Person</b> Report the person(s) responsible for each activity.	<b>Method of Tracking</b> Report on the tracking measures used for each activity.
<i>Required program activities:</i>			
1. Program staff will ensure FCCC's receipt of the monthly reimbursement invoice no later than the 15 <sup>th</sup> day of the month following the invoiced month. The PTS verification of Active students list will be attached to each monthly invoice.	Monthly	Cynthia Freeman, Workforce Preparation, Accounting Services Clerk	PTS Invoice

<p>2. Monthly reimbursement requests will reflect the actual CDC-WORKS! Program expenses incurred during the invoiced month. CDC-WORKS! Program expenditures will be proportionate throughout the program year and will only reflect costs associated with supporting the participants in the current contract period.</p>	<p>Monthly</p>	<p>Cynthia Freeman</p>	<p>Galaxy</p>
<p>3. Program staff will submit all requested fiscal documents for desk audit within 10 business days.</p>	<p>Within 10 business days</p>	<p>Cynthia Freeman</p>	<p>Notice of receipt from FCCC</p>
<p><i>Other activities:</i></p>			
<p>1.</p>			

<b>Foundation for California Community Colleges                  2010-2011 Child Development Careers WORKS! Program                  (CDC-WORKS!) Application Work Plan</b>	College Name: Moreno Valley Community College District: Riverside Community College District Grant Agreement: 1012-35 Slots Allocated: 25
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Purpose/Background: Outlines expectations of accomplishments and deliverables for the program year and establishes a clear picture of the program design.

**III. Student Support and Achievements**

**Recruitment and Enrollment Outcome(s):**  
 CDC-WORKS! Program staff will recruit and enroll qualified/motivated students to fill 100 percent of allocated slots.  
 The campus CDC-WORKS! Program will maintain an *Active* participant roster within ten percent (10%) of its designated slot allocation throughout the program year.

Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
<b>Required program activities:</b>			
3. Outreach will be made to potential CDC-WORKS! Program participants within the college and the community.	Every semester	Dee Chapman	Outreach calendaring/log of referrals from county and college departments
4. Comprehensive screening and assessment will take place prior to enrollment in the program.	During initial counseling appointment	Dee Chapman	CalWORKs Student Information (CSI) database, and Datatel
<b>Other activities:</b>			
1. Riverside County GAIN meetings each semester, CDC spiral bound brochure and RCC California Child Development Permit Matrix handout are given to students and GAIN staff, and posters are utilized on campus to market the program.	During semester & during counseling appt	Dee Chapman	Information database (CSI) and Datatel

<p><b>Student Retention and Achievements Outcome(s):</b></p> <p>3. Student Milestone Achievement  <i>Track 1: General CDC-WORKs! student population.</i>                  At least 70 percent of students will achieve 6 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.</p> <p><i>Track 2: Students with special circumstances, including health issues, learning disability, English Language Learner, family emergency and limited course availability.</i>                  At least 70 percent of students will achieve 3 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.</p> <p>4. Student Permit Attainment                  A minimum of 4 participants enrolled in the CDC-WORKs! program at Moreno Valley College will apply for and/or receive an Associate Teacher or Teacher permit upon completion of the 2010-2011 program year.</p>					
<p><b>Program/ Student Activities</b>                  List the activities associated with meeting the expected outcomes.</p>					
<p><i>Required program activities:</i></p>					
9.	Students will receive a comprehensive program orientation.		Initial counseling appointment	Dee Chapman	CalWORKs Student Information (CSI) Database, Datatel, and PTS
10.	Students will receive a customized Permit Education Requirements Outline and on-going assessments of progress made towards their permit goal.		Counseling appointment at least once a semester	Dee Chapman	Excel spreadsheet & PTS
11.	Students will be provided with a venue for cohort activities that encourages peer collaboration and support.		Every semester	Dee Chapman	CSI database

<p>12. Students will receive assistance with placement sites to fulfill practicum and/or work experience requirements.</p>	<p>Internship Courses: EAR 30 &amp; EAR 41 upon eligibility</p>	<p>ECS Instructors; Michael Arellano, Student Employment Specialist; Dee Chapman</p>	<p>Student file/student log/PTS/Information Database (CSI)</p>
<p>13. Students will receive assistance with completing and submitting the permit application to the Commission on Teacher Credentialing.</p>	<p>At completion of 2 and/or 4 core classes</p>	<p>Dee Chapman</p>	<p>Commission on Teacher Credentialing website/student file/PTS/CSI</p>
<p>14. Students will receive resources/ referrals to assist with job placement within the ECE field.</p>	<p>As needed</p>	<p>Michael Arellano, Student Employment Specialist Dee Chapman</p>	<p>Michael Arellano/CSI/PTS</p>
<p>15. Students will be referred to additional resources within the campus and the community (e.g. mentoring services, tutoring services).</p>	<p>As needed</p>	<p>Dee Chapman</p>	<p>Information Database (CSI), student file</p>
<p>16. Program staff will form a working relationship with the campus CalWORKs office, Child Development Department, CEC Mentor Program, and Child Development Training Consortium in order to adequately meet student needs.</p>	<p>Ongoing</p>	<p>Dee Chapman; Michael Arellano and CDCWorks! Staff.</p>	<p>GDC staff are CalWORKs counselors. Michael Arellano is Student Employment Specialist. CDC Facilitator is the Associate Dean, Early Childhood Education. RCC ECE has regular scheduled Advisory Meetings with the CEC Mentor staff for CDTC.</p>
<p><i>Other activities:</i></p>			
<p>1. Riverside and Moreno Valley Campuses will hold cohort meetings each semester. Workshops will also be offered..</p>	<p>Ongoing</p>	<p>Dee Chapman and support staff</p>	<p>Information Database (CSI); PTS</p>



<p>Student Follow-up Outcome(s):</p> <ol style="list-style-type: none"> <li>100 percent of CDC-WORKS! students, that exit the program with a permit, will be contacted for follow-up within one month and again at one year. At least 25 percent of these students will successfully complete the follow-up survey via phone, web, or USPS mail.</li> <li>100 percent of CDC-WORKS! students who withdraw from the program will be encouraged to complete an exit survey.</li> </ol>				
Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.	
<i>Required program activities:</i>				
3. All students will be contacted in order to track their employment and education information upon successful completion of the CDC-WORKS! program.	Within one month and one year	Dee Chapman	CSI database and PTS	
4. Program staff will report follow up data in the Participant Tracking System (PTS).	Each month, as needed	Dee Chapman	PTS	
<i>Other activities:</i>				
2.				

IV. Program Administration

<p>Data Management and Reporting Outcome(s):</p> <ol style="list-style-type: none"> <li>Ensure student file and program data accountability.</li> <li>CDC-WORKS! Program staff will effectively utilize the full range of system features of the Participant Tracking System (PTS) to accurately</li> </ol>
---

track and report student progress to the FCCC in a timely manner.			
Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
<i>Required program activities:</i>			
10. Program staff will enter student information into the PTS within 10 business days of enrollment into the program.	Within day or two	Dee Chapman	PTS, Excel spreadsheet, and CSI database
11. Program staff will update tracking and milestone information for each student on a consistent basis and upon completion of each semester (i.e. coursework and work experience completion; supportive services received; mentoring services received; fingerprint clearance).	At least monthly; supportive services: weekly	Dee Chapman	PTS, CSI Information database
12. Program staff will submit all requested participant files within 10 business days to FCCC.	Within 10 days	Dee Chapman	CSI; PTS
13. Program staff will submit all quarterly reports in the PTS within 15 business days of the end of the reporting period.	Within 15 days	Dee Chapman	PTS
14. Program staff will respond to Mid-Year analysis comments within 10 business days to FCCC.	Within 10 business days	Dee Chapman	PTS; CSI
15. A minimum of one program staff representative will participate in the FCCC monthly conference calls.	As scheduled	Dee Chapman	Minutes of conference call
16. A minimum of one program staff representative will participate in CDC-WORKs sponsored trainings and meetings (e.g. Regional Institutes; PTS webinars).	As scheduled	Dee Chapman	Calendar, sign in sheet
17. Program staff will respond to end of the year analysis comments (as applicable) within 10 business days to FCCC.	Within 10 business days	Dee Chapman	Notice of Receipt from FCCC.

18. Program staff will participate in program evaluation as directed by the FCCC, CDE-CDD, or its designee.	As scheduled	Dee Chapman	Foundation files
<i>Other activities:</i>			
2.			

<b>Budget Management Outcome(s):</b>			
Ensure fiscal accountability.			
<b>Program/ Student Activities</b> List the activities associated with meeting the expected outcomes.	<b>Timelines</b> Report on when each activity will occur.	<b>Responsible Person</b> Report the person(s) responsible for each activity.	<b>Method of Tracking</b> Report on the tracking measures used for each activity.
<i>Required program activities:</i>			
4. Program staff will ensure FCCC's receipt of the monthly reimbursement invoice no later than the 15 <sup>th</sup> day of the month following the invoiced month. The PTS verification of Active students list will be attached to each monthly invoice.	Monthly	Dee Chapman	Copy of invoices kept in binder
5. Monthly reimbursement requests will reflect the actual CDC-WORKS! Program expenses incurred during the invoiced month. CDC-WORKS! Program expenditures will be proportionate throughout the program year and will only reflect costs associated with supporting the participants in the current contract period.	Monthly	Dee Chapman	Copy of reports kept in binder
6. Program staff will submit all requested fiscal documents for desk audit within 10 business days.	Within 10 business days	Dee Chapman	Notice of receipt from FCCC
<i>Other activities:</i>			

ATTACHMENT B  
BUDGET FORM  
**JULY 1, 2010 - JUNE 30, 2011**

The budget amounts below are based on the slot allocation requested by Riverside City College. The FCCC may increase or decrease this budget if program enrollment is consistently 10% more or less than the requested slot allocation.

CATEGORY	AMOUNT												
<b>Campus CDCWORKS Program Staff Salaries and Benefits:</b> Provide as much detail as possible, along with a listing of positions and amounts budgeted													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Position</th> <th style="width: 20%;">% FTE</th> <th style="width: 20%;">Amount</th> </tr> </thead> <tbody> <tr> <td>1. Counselor</td> <td align="center">45%</td> <td align="right">\$34,449</td> </tr> <tr> <td>2. Clerk Typist</td> <td align="center">10%</td> <td align="right">\$4688</td> </tr> <tr> <td>Benefits:</td> <td></td> <td align="right">\$10,263</td> </tr> </tbody> </table>	Position	% FTE	Amount	1. Counselor	45%	\$34,449	2. Clerk Typist	10%	\$4688	Benefits:		\$10,263	\$49,400
Position	% FTE	Amount											
1. Counselor	45%	\$34,449											
2. Clerk Typist	10%	\$4688											
Benefits:		\$10,263											
<b>Required Travel Expenses (\$500 minimum):</b> Provide as much detail as possible for any additional travel.													
Travel for <u>  2  </u> staff to attend a one-day Regional Institute.	\$500.00												
<b>Operating Expenses (e.g. Office Space, Telephone, Internet, Supplies):</b> Provide as much detail as possible													
Supplies, such as toner, paper, pens	\$300												
<b>Fingerprint &amp; Background Fees:</b>													
\$50 x 15 students to cover costs related for fingerprint and background fees required for permit.	\$750												
<b>Participant Supportive Services(at least \$130 x # Active Slots):</b> Provide as much detail as possible													
Gift cards to Arco, Barnes & Noble, Office Max, Michael's, and Joann's for program related supplies.	\$7,500												
<b>TOTAL GRANT AMOUNT</b>	<b>\$ 58,450.00</b>												

**BUDGET FORM**  
**JULY 1, 2010 - JUNE 30, 2011**

The budget amounts below are based on the slot allocation requested by Moreno Valley College. The FCCC may increase or decrease this budget if program enrollment is consistently 10% more or less than the requested slot allocation.

CATEGORY	AMOUNT															
<b>Campus CDCWORKS Program Staff Salaries and Benefits:</b> Provide as much detail as possible, along with a listing of positions and amounts budgeted																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Position</th> <th style="width: 15%;">% FTE</th> <th style="width: 25%;">Amount</th> </tr> </thead> <tbody> <tr> <td>1. Counselor (Adjunct)</td> <td>25%</td> <td>\$16,980.00</td> </tr> <tr> <td>2. Clerk Typist</td> <td>10%</td> <td>\$3,513.00</td> </tr> <tr> <td>3. Hourly Office Assistant</td> <td>100%</td> <td>\$9,975.00</td> </tr> <tr> <td>Benefits:</td> <td></td> <td>\$4,532.00</td> </tr> </tbody> </table>	Position	% FTE	Amount	1. Counselor (Adjunct)	25%	\$16,980.00	2. Clerk Typist	10%	\$3,513.00	3. Hourly Office Assistant	100%	\$9,975.00	Benefits:		\$4,532.00	\$ 35,000.00
Position	% FTE	Amount														
1. Counselor (Adjunct)	25%	\$16,980.00														
2. Clerk Typist	10%	\$3,513.00														
3. Hourly Office Assistant	100%	\$9,975.00														
Benefits:		\$4,532.00														
<b>Required Travel Expenses (\$500 minimum):</b> Provide as much detail as possible for any additional travel.																
Travel for <u>  2  </u> staff to attend a one-day Regional Institute.	\$ 500.00															
<b>Operating Expenses (e.g. Office Space, Telephone, Internet, Supplies):</b> Provide as much detail as possible																
Supplies such as paper, toner, file folders and related office expense	\$ 250.00															
<b>Fingerprint &amp; Background Fees:</b>																
\$ <u>  50  </u> x <u>  10  </u> students to cover costs related for fingerprint and background fees required for permit.	\$ 500.00															
<b>Participant Supportive Services(at least \$130 x # Active Slots):</b> Provide as much detail as possible																
Gift cards to Arco, Barnes & Noble, Office Max, Michael's, and JoAnn's for program related supplies.	\$ 5,500.00															
<b>TOTAL GRANT AMOUNT</b>	<b>\$ 41,750.00</b>															

ATTACHMENT C

TRAVEL REIMBURSEMENT RATES AND CONDITIONS

MEALS AND INCIDENTALS (IN-STATE/OUT-OF-STATE TRAVEL):

The following reimbursement rates are maximums, not allowances. Employees may claim only their actual expense and must have receipts substantiating the amount claimed. Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees.

Lodging, meals and incidental reimbursements shall not be made for expenses incurred within 50-miles of home or headquarters.

For each full 24-hour period of travel, employee may claim the following:

---

BREAKFAST	ACTUAL EXPENSE UP TO \$6
LUNCH	ACTUAL EXPENSE UP TO \$10
DINNER	ACTUAL EXPENSE UP TO \$18
INCIDENTALS	ACTUAL EXPENSE UP TO \$6

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TRIPS OF 24 HOURS OR MORE:

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

---

TRIP BEGINS AT OR BEFORE 6 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 11 AM	LUNCH MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 5 PM	DINNER MAY BE CLAIMED
TRIP ENDS AT OR AFTER 8 AM	BREAKFAST MAY BE CLAIMED
TRIP ENDS AT OR AFTER 2 PM	LUNCH MAY BE CLAIMED
TRIP ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

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TRIPS OF LESS THAN 24 HOURS:

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

---

TRIP BEGINS AT OR BEFORE 6 AM AND ENDS AT OR AFTER 9 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 4 PM AND ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

*EMPLOYEES MAY NOT CLAIM LUNCH OR INCIDENTALS ON ONE-DAY TRIPS. WHEN TRIPS ARE LESS THAN 24 HOURS AND THERE'S NO OVERNIGHT STAY, MEALS CLAIMED ARE TAXABLE.*

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MILEAGE REIMBURSEMENT RATE:

All privately owned vehicle mileage driven on State business is subject to advance approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

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AUTOMOBILE	50 CENTS PER MILE
BICYCLE UP TO	4 CENTS PER MILE

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LODGING REIMBURSEMENT - SHORT-TERM TRAVEL:

Employees who incur overnight lodging expenses at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. must provide a receipt to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

---

ALL CALIFORNIA COUNTIES NOT LISTED BELOW	ACTUAL EXPENSE UP TO \$84 PER NIGHT, PLUS TAX
LOS ANGELES AND SAN DIEGO COUNTIES	ACTUAL EXPENSE UP TO \$110 PER NIGHT, PLUS TAX
ALAMEDA, SAN FRANCISCO, SANTA CLARA, AND SAN MATEO COUNTIES	ACTUAL EXPENSE UP TO \$140 PER NIGHT, PLUS TAX

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OUT-OF-STATE LODGING/OUT-OF-STATE MEAL ALLOWANCE:

Payment is for actual lodging expenses, supported by a receipt. Without receipts, payment will be the in-state lodging rate. Meal allowance is paid at the same rate as the in-state rate.

ATTACHMENT D  
CDC-WORKs! Allowable Cost Guidelines

The total allocation of CDC-WORKs funds are a fixed amount based on the number of slots allocated for the program year (e.g. the number of active students that the program is contracted to serve). The campus CDC-WORKs Program will be expected to maintain an *Active* participant roster within ten percent (10%) of its designated slot allocation throughout the program year. The Foundation may increase or decrease the amount of CDC-WORKs funds granted if program enrollment is consistently 10% more or less than the requested slot allocation.

A participant is in *Active* status ONLY while they are enrolled in coursework that is REQUIRED by the Commission on Teacher Credentialing (CTC) to achieve their designated Exit Goal at the Associate Teacher (12 ECE Units) or Teacher Permit (16 GE units and 24 ECE units) level; AND remedial and/or prerequisite courses needed to successfully complete the CTC required coursework. Once a participant completes all CTC required coursework with a grade of "C" or better, they can remain in Active Status for one additional semester to receive case management services that support their successful transition to work experience and the permit application process.

Monthly reimbursement requests should reflect the actual CDC-WORKs Program expenses incurred during the invoiced month. CDC-WORKs Program expenditures should be proportionate throughout the program year and may only reflect costs associated with supporting the participants in the current contract period.

A. BUDGET LINE ITEMS AS CONTAINED IN DISTRICT/COLLEGE GRANT AGREEMENTS

ALLOWABLE ACTIVITIES/SERVICES

BUDGET LINE ITEMS:

- PROGRAM STAFFING

Program Staffing funds may be used in one or any combination of the following activities/services:

1. To reimburse campus CDC-WORKs Program staff (e.g. Facilitator/Liaison/Coordinator/Assistant) for providing services to CDC-WORKs Program participants.\*
2. To pay the salary of other support staff that provides direct services to the CDC-WORKs Program.

\*Note: Staffing funds can be used to either supplement and/or replace the existing salary of CDC-WORKs Program staff. The amount of staff time charged to the grant should reflect the actual amount of staff time spent providing direct services to the grant.

BUDGET LINE ITEM:

- OPERATING EXPENSES

Operating Expenses funds may be used in one or any combination of the following activities/services:

1. To reimburse campus for office space used for operation of the CDC-WORKs Program.
2. To reimburse telephone and internet services used for operation of the CDC-WORKs Program.
3. To purchase office and program supplies, including printed materials such as brochures and flyers that directly relate to the CDC-WORKs Program.
4. For audit purposes, the amount of office space, telephone, and internet services charged to the grant should reflect a formula driven calculation in which the portion(s) charged to the grant can be readily identified.

BUDGET LINE ITEMS:

- FINGERPRINT FEES



Fingerprint Fees funds may be used in one or any combination of the following activities/services:

1. To pay for practicum and/or work experience background clearance fingerprint fees for program participants.
2. To pay for fingerprint fees as required by the Commission on Teacher Credentialing (CTC) for the processing of permit applications.

BUDGET LINE ITEMS:

- TRAVEL EXPENSES TO CDC-WORKs PROGRAM SPONSORED TRAININGS AND MEETINGS

Travel funds may be used for one or any combination of the following activities:

- To pay travel expenses for CDC-WORKs Program staff (e.g. Facilitator/Liaison/Assistant), Program participant(s), and other campus staff who are directly coordinating services with the CDC-WORKs Program to attend CDC-WORKs Program sponsored trainings and meetings (e.g. Regional Institutes).
- To pay registration fees and/or travel expenses for CDC-WORKs Program staff or Program participants to attend local, regional, or state functions (e.g. trainings, meetings, conferences, etc.) concerning Early Childhood Education (ECE) or CalWORKs that will benefit the administrative and academic services of the CDC-WORKs Program.\*

The reimbursement of travel expenses should comply with the California Department of Personnel Administration (DPA) rules and regulations.

\*Travel funds used for non CDC-WORKs Program sponsored trainings and meetings must receive written approval from the Foundation for California Community Colleges.

BUDGET LINE ITEMS:

- PARTICIPANT SUPPORTIVE SERVICES

Participant Supportive Services funds may be used in one or any combination of the following categories:

1. Participant Book and Instructional Materials Grants – Ensures that costs associated with the purchase of books, supplies and supplemental instructional materials (e.g. professional development literature, children’s books, or required reading in a second language) are covered, hence diminishing the possibility of a participant’s withdrawal from the program.
2. Participant Transportation Grants – Provide transportation assistance needed to attend school or work. This line item is included to ensure that a participant does not withdraw or drop out of the program because of barriers associated with transportation.
3. Participant Tutoring Services – Provide tutoring services that may not be available through regular on-campus learning/tutoring resources and services. This line item is included to ensure that a participant does not drop out of the Program because of a lack and/or unavailability of specialized educational tutoring services.
4. Special Services, Workshops and Cohort Classes – Provide supplemental instructional and general participant support services in the form of workshops, classes, and services that address specific CDC-WORKs participant barriers/issues related to successful completion of the ECE academic coursework, permit requirements, job search, and job retention.

These services may include, but are not limited to:

- Speakers brought onto campus to provide information and training related to ECE.
- Participants attending local professional trainings or meetings related to ECE.

- Cohort class expenses (teacher, etc.).
  - Expenses related to providing additional classes attended by CDC-WORKs Program participants which would otherwise not be offered without funds from the CDC-WORKs Program.
  - Interview clothes for job placement.
  - Awards (gift certificates, vouchers for educational purposes) for the completion of the program (per semester, limits assigned by FCCC) and gatherings, including permit completion ceremonies/events for purpose of follow-up and retention.
  - Counseling as recommended by college staff (either group or individual).
5. Work-Study Wages - Provide Work-Study wages for CDC-WORKs Program participants while the individuals are in a practicum, or work experience assignment.

Participant Supportive Services funds can be used to pay for the emergency needs of students in the areas related to books, classroom supplies and instructional materials, tuition/registration fees, and transportation (Supportive Services). An emergency is defined as the student needing the specific service to enroll in coursework and successfully continue in the CDC-WORKs program.

All active and pending participants are eligible to receive Participant Supportive Services based on the discretion of the CDC-WORKs Program campus staff. Emergency grants are provided to participants on a case-by-case basis and determined based on the availability of Supportive Services funds.

#### B. BUDGET LINE ITEM TRANSFERS

With prior written approval from the Foundation, surplus funds from a given budget line-item may be transferred to another budget line-item. Prior to any transferring of funds, a Budget Line-Item Transfer Request Form must be submitted by the college and approved by the Foundation. Funds may not be transferred in or out of the Program Staffing line-item without prior approval of the Foundation.

#### C. PROHIBITIONS

CDC-WORKs Program funds CANNOT be used to:

1. Purchase office equipment; such as personal computers, computer parts, DSL modems or routers, lap tops, fax machines, printers, scanners, or copiers for participants.
2. Purchase food items.
3. Pay for medical related costs or services.
4. Pay for living expenses (rent, utilities, etc.).
5. Pay for fines, tickets, late fees, penalties, child support payments, or other costs incurred because of negligent behavior.
6. Pay for items or services not directly related to successful participation in the CDC-WORKs program and subsequent job placement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-5

Date: August 17, 2010

Subject: Agreement with the County of Riverside Fire Department

Background: Attached for the Board's review and consideration is the renewal of an existing agreement between the Riverside Community College District and the Riverside County Fire Department. Riverside County and the Riverside Community College District have, for a number of years, participated in a mutually-beneficial, cooperative arrangement regarding fire technology training and education. The County Fire Department agrees to release one fire department captain to serve as the fire technology operations and logistics coordinator for the Basic Firefighter Academy in the Public Safety Education and Training Center for the term of August 18, 2010 through June 30, 2014. The District will pay an amount not to exceed the top step fire department captain's salary of \$159,510.00 annually, in addition to unplanned overtime, not to exceed \$6,000 annually and mileage not to exceed \$4,800.00 annually. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement, from August 18, 2010 through June 30, 2014, for an amount not to exceed \$170,310.00, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Monte Perez  
President, Moreno Valley College

Cordell Briggs  
Dean, Public Safety Education and Training

## AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is entered into by and between the County OF RIVERSIDE, on behalf of the Riverside County Fire Department (“County”) and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, on behalf of the Moreno Valley College (“College”).

### ARTICLE 1. PARTIES

1. Riverside County Fire Department (hereinafter “RVC”)  
John Hawkins, Fire Chief  
210 W. San Jacinto  
Perris, CA 92570
2. Riverside Community College District (herinafter “RCCD”)  
James L. Buysse, Vice Chancellor, Administration and Finance  
4800 Magnolia Avenue  
Riverside, CA 925006-1299

### ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for two years, followed by a renewal of one year, with an additional renewal of one year if neither party wishes to alter the agreement commencing on August 18, 2010 and terminating on June 30, 2014, unless earlier terminated by either party in the manner set forth herein.

Section 2.02. RVC or RCCD may terminate this Agreement, without cause, upon one hundred and eighty days (180) days written notice to the other party.

Section 2.03. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by RCCD. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and RCCD shall be relieved of any further obligation.

Section 2.04. In the event the parties intend to renew this agreement at the end of the term for another two year period, and the parties have not yet finalized a renewal agreement, the terms and conditions of this agreement will continue in full force and effect, on a month-to-month basis, not to exceed six (6) months, until a new agreement can be completed, approved and signed by the parties. In the event costs to the RCCD increase with the renewal agreement, once a renewal agreement has been signed, RCCD shall make up the difference between the current rate and the new rate.

### ARTICLE 3. SCOPE OF SERVICE

Section 3.01. County agrees to release one Fire Department Captain to serve as Fire Technology Operations and Logistics Coordinator for RCCD's Basic Firefighter Academy in the Public Safety Education and Training Department.

Section 3.02. The Operations and Logistics Coordinator shall meet the minimum qualifications of the State-wide Academic Senate of California Community Colleges or equivalent to teach career and technical education courses in Fire Technology.

Section 3.03. The Operations and Logistics Coordinator shall serve as teacher-counselor and advisor to students enrolled in courses;

Section 3.03. The Operation and Logistics Coordinator shall establish and maintain close liaison between the District and participating agencies;

Section 3.04. The Operation and Logistics Coordinator shall coordinate instructor assignments for the Riverside County Fire co-sponsored courses, other District academic courses, and participate in the evaluation of faculty.

Section 3.05. The Operation and Logistics Coordinator shall coordinate course schedules with instructors and participating agencies; and coordinate facility and equipment use.

Section 3.06. It is understood that this position will be committed to District on a priority basis (based on the current County Fire Department scheduling pattern for a "Training Captain") for the term of this agreement and subject to the conditions cited herein. It is further understood that in the event that the Fire Department Captain is given a County/State Fire related assignment, the County agrees to compensate for this assignment.

### ARTICLE 4. PAYMENT AND COMPENSATION

Section 4.01. RCCD shall reimburse County for rendering services pursuant to this agreement.

Section 4.02. The cost of reimbursement shall be established by RCCD and approved by the County Board of Supervisors for the services of a Fire Captain, and a mileage rate for any costs incurred through the use of County vehicles specifically for RCCD business and to be turned in to the Director, who is responsible for the Fire Technology/Fire Academy Program on a quarterly basis.

Section 4.03. Total cost to RCCD shall not exceed the top step Fire Department Captain salary, which includes benefits (see attached Exhibit A).

Section 4.04. Unplanned overtime shall not exceed \$6,000.00 per year, and mileage shall not exceed \$4,800.00 per year. Mileage specifically excludes commute from residence to assignment location.

Section 4.05. Both overtime and mileage reimbursement must be specifically for RCCD's business and is subject to periodic review.

Section 4.06. Payment for services will be rendered upon receipt of an invoice by RCCD from County on a quarterly basis.

Section 4.07. It is mutually agreed that RCCD will reimburse the Fire Technology Operations and Logistics Coordinator directly for mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of RCCD as deemed appropriate by and upon advance written approval of the Director, who is responsible for the Fire Technology/Fire Academy Program for the term of this Agreement.

#### ARTICLE 5. COUNTY FUNDED EMPLOYEE

Section 5.01. The assigned County-funded employee shall remain a County-funded employee on special assignment to the RCCD for the purposes set forth in this Agreement, and shall not be considered an employee of RCCD. The relationship of the County to the RCCD shall be that of an independent contractor.

#### ARTICLE 6. AGREEMENT ADMINISTRATION

Section 6.01. The Fire Chief shall administer this Agreement on behalf of the County of Riverside.

Section 6.02. RCCD's Dean of Public Safety Education and Training, and Director, who is responsible for the Fire Technology/Fire Academy Program for Moreno Valley College at the Ben Clark Training Center shall administer this Agreement on behalf of the District.

#### ARTICLE 7. VACATION AND HOLIDAY TIME

Section 7.01. Vacation time that has been approved by the Fire Chief or designee may be taken with reasonable notice to the Director, who is responsible for Fire Technology/Fire Academy, but shall not conflict with the development of presentation of the Fire Technology course schedule or Fire Academy.

Section 7.02. Because RCCD and County holidays may not correspond, holiday time off will be taken in accordance with the County policy. If County holidays exceed RCCD's holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Director, but shall not conflict with the development or presentation of the Fire Technology course schedule.

## ARTICLE 8. REVIEW AND SUPERVISION

Section 8.01. The Fire Chief (or designee) shall supervise the Fire Technology Operations and Logistics Coordinator. This supervision will be coordinated with RCCD's Director of Fire Technology/Fire Academy Program and the office of RCCD's Dean of Public Safety Education and Training at the Ben Clark Training Center.

## ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

Section 9.01 Indemnification by RCCD. RCCD shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever based or asserted upon any act or omission of RCCD, its officers, agents, employees, subcontractors, independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on the County by the provisions of California Government Code Section 895.2, and RCCD shall defend at its expense, including attorney fees, County its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

Section 9.02 Indemnification by County. County shall indemnify and hold RCCD, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed of RCCD by the provisions of California Government Code 895.2, and County shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind, based upon such alleged acts or omissions.

## ARTICLE 10. ALTERATION OF TERMS

Section 10.01. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

## ARTICLE 11. NON-DISCRIMINATION

Section 11.01. The parties will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to

race, religion, gender disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

## ARTICLE 12. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County:  
John Hawkins, Fire Chief  
210 W. San Jacinto  
Perris, CA 92570

RCCD:  
James L. Buysse, Vice Chancellor,  
Administration and Finance  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

Notices may also be served to other addresses as from time to time designated by the respective parties. An information copy of any notice to County shall be sent to:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street, 1<sup>st</sup> Floor  
Riverside, CA 92501

Riverside Community College District  
Cordell A. Briggs, Dean  
Public Safety Education and Training  
Moreno Valley College at the  
Ben Clark Training Center  
16791 Davis Avenue, Ste. 200c  
Riverside, CA 92518-1514

## ARTICLE 13. GOVERNING LAW

Section 13.01. This Agreement will be governed by and construed by in accordance with the laws of the State of California and the venue of any action or proceedings in connection herewith shall be the County of Riverside.

## ARTICLE 14. ENTIRE AGREEMENT

Section 14.01. This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

The duly authorized representative of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.



RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_

James L. Buysse  
Vice Chancellor, Administration and Finance

COUNTY OF RIVERSIDE

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST:

NANCY ROMERO  
Clerk of the Board

By:  
(Deputy)

EXHIBIT A

Agreement between Riverside Community College District  
and the County of Riverside

Re: Fire Technology Operations & Logistics Coordinator

Salary Schedule for Fire Captain-Training FY 2010-2011

Salary	\$99,709.00/year
Benefits	<u>\$59,801.00/year</u>

Total Yearly \$159,510.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-6

Date: August 17, 2010

Subject: Riverside City College Follow-Up Report to Accrediting Commission for Community and Junior Colleges

Background: Presented for the Board's review and consideration is Riverside City College's Follow-Up Report. At its meeting on January 6-8, 2010, the Accrediting Commission of Community and Junior Colleges (ACCJC) acted to accept RCC's Follow-Up Report and also acted to issue a Warning and to ask that RCC complete a Follow-Up Report by October 15, 2010 which demonstrates the College's resolution of the following recommendation:

College Recommendation 1: Institutional Commitments and Evaluation, Planning, and Improvement. The team recommends that the college reframe its mission to be comprehensive, including educational goals that may be fulfilled at the college and a description of the primary student population for which the college is designing programs (Standard 1A).

- The team further recommends that the college clarify the ways in which the strategic plan aligns with the college mission statement, links to the strategic goals, drives budget allocation, and ensures the distribution of technology and human resources (Standard 111D.1)
- The team also recommends that the college develop a process of integrating program review with institutional goals, complete the implementation of the planning process, assess that process, and communicate the results of that assessment to all constituents in order to promote institutional effectiveness and identify areas for improvement (Standards 1B.2, 1B.3, 11B.4, and 111D.3).

The College has completed steps to fully address this recommendation. For example, using its approved review process, RCC has reviewed and made minor revisions to its Mission Statement. The College has assessed and restructured its strategic planning process and has a unified Strategic Plan which was approved by the Board of Trustees at its June 15, 2010 meeting.

Recommended Action: It is recommended that the Board of Trustees approve the Riverside City College Follow-Up Report to the ACCJC.

Gregory W. Gray  
Chancellor

Prepared by: Tom Harris  
Acting President, Riverside City College

Patrick Schwerdtfeger  
Vice President, Academic Affairs, Accreditation Liaison Officer



Follow-up Report  
in  
Support of Reaffirmation of Accreditation

Response to the Recommendation  
of the  
Accrediting Commission for Community and Junior Colleges

Submitted  
by  
Riverside City College  
4800 Magnolia Avenue  
Riverside, California 92506

Submitted  
to  
The Accrediting Commission for Community and Junior Colleges  
Western Association of Schools and Colleges  
10 Commercial Boulevard  
Novato, California 94949

October 15, 2010

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CERTIFICATION OF THE *FOLLOW-UP REPORT*  
AUGUST 17, 2010

To: Accrediting Commission for Community and Junior Colleges  
Western Association of Schools and Colleges

From: Riverside City College  
4800 Magnolia Avenue  
Riverside, CA 92506

This *Follow-up Report* is submitted per the requirements of the Accrediting Commission.

We certify that there was broad participation by the campus community, and we believe that the *Follow-up Report* accurately reflects our response to date to the recommendations of the 2009 Accreditation Visiting Team.

\_\_\_\_\_  
Virginia Blumenthal, President  
Board of Trustees

\_\_\_\_\_  
Gregory Gray, Chancellor  
Riverside Community College District

\_\_\_\_\_  
Tom Harris, Acting President  
Riverside City College

\_\_\_\_\_  
Richard Davin, President  
Academic Senate

\_\_\_\_\_  
Italia Garcia, President  
Associated Students

\_\_\_\_\_  
Eric Muhlenbach, Representative  
California School Employees

## STATEMENT OF FOLLOW-UP REPORT ACKNOWLEDGEMENTS

This *Follow-up Report* documents the activity of Riverside City College to address College Recommendation 1 contained in the 2009 Visiting Team Report and the January 29, 2010, Action Letter from the Accrediting Commission for Community and Junior Colleges.

Upon receipt of the Commission's letter, the college began immediate work to address the unresolved issues mentioned in the Team's report by forming a Strategic Planning Task Force and reconvening the Accreditation Steering Committee to address the issues identified in the Commission's recommendation.

This report will detail the manner in which the college has successfully addressed the Commission's recommendation and the Visiting Team's questions and comments.

Riverside City College respectfully submits this *Follow-up Report* as a summary of its institutional progress.

This report has been compiled by the Strategic Planning Task Force, the Accreditation Steering Committee, Riverside City College administrative leadership and Riverside Community College District staff. In August 2010, the report was sent electronically to all college faculty and staff. The report was approved by the Riverside Community College District Board of Trustees at its August 17, 2010, meeting.

---

Tom Harris, Acting President  
Riverside City College

Accreditation Editorial Group

Tom Allen, Associate Professor English  
Sylvia Thomas, Associate Vice Chancellor Instruction,  
Riverside Community College District

Accreditation Steering Committee

Tom Allen, Associate Professor English  
Tim Brown, Associate Professor Reading, past co-chair of the Strategic Planning Committee  
Ed Bush, Vice President Student Services  
Shelagh Camak, Executive Dean Workforce Development  
Michelle Davila, Administrative Assistant Business Services  
Richard Davin, Professor Sociology, Academic Senate President  
Norm Godin, Vice President Business Services  
Ginny Haguewood, Outreach Specialist  
Richard Mahon, Associate Professor, Humanities, Curriculum Chair  
Marilyn Martinez-Flores, Dean Academic Support  
Susan Mills, Associate Professor, Mathematics, Academic Senate Accreditation Liaison



Patrick Schwerdtfeger, Vice President Academic Affairs, Accreditation Liaison Officer

Additional Assistance

Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness,  
Riverside Community College District

David Torres, Dean, Institutional Research, Riverside Community College District

## Introduction

At its January 2009 meeting, the Commission accepted the October 2008 Follow-up Report with the requirement that Riverside City College complete an additional Follow-up Report by October 15, 2009, followed by a visit of Commission representatives. In its February 3, 2009, letter to Dr. Linda Lacy, the Interim President of the college, the Commission noted that Riverside City College had “made considerable advancement in resolving this recommendation (College Recommendation 1) by addressing the requirement to revise the mission and align the college mission with the strategic plan to drive resource allocation.”

The purpose of the October 15, 2009, visit “was to demonstrate the institution’s complete resolution of College Recommendation 1 and the District Recommendations 1 through 5 as specified in the January 2008 Commission Action letter.” In the report submitted by Commission representatives (Dr. Sherrill Amador and Mr. Mohamed Eisa), who visited Riverside City College on October 20, 2009, the visiting team concluded that the college “does not have a completed strategic plan”—that is, “no one document ties all the pieces together.” The team also concluded that the college “has only partially implemented the recommendation” and that it is essentially at the “development level” in its strategic planning. Therefore, the Commission required the college to submit another Follow-Up Report due October 15, 2010, followed by another visit by Commission representatives.

Based on the specific recommendations from the October 2009 visit and an assessment of its planning processes, Riverside City College began the process of restructuring its strategic planning processes not only to address the concerns identified by the visiting team in its report to the Commission, but also to make the process more effective. As a result, the college has evaluated, restructured, and refined its strategic planning process for greater effectiveness and has tied “all the pieces together” into a cohesive strategic plan that provides, as the visiting team recommended, “overarching institutional strategic directions.”

## Statement of Report Preparation

In fall 2009, Dr. Jan Muto, the college president and members of the Strategic Planning Task Force, composed of the Strategic Planning Executive Committee and others, began a series of meetings to assess and to restructure the college's strategic planning process.<sup>1</sup> To facilitate the restructuring of Riverside's strategic planning process and to assist with accreditation efforts, Dr. Gray assigned Sylvia Thomas, Associate Vice Chancellor for Instruction, to serve as the district accreditation liaison to the college. After in depth discussions, this group reorganized and restructured the college's strategic plan and vetted the modified plan with the college's Strategic Planning Committee, the Riverside City College Academic Senate, the Associated Students, the Academic Planning Council (department chairs), the administration, and the classified staff. After feedback from those bodies and input gained from open forums, the Strategic Planning Task Force revised the plan again. The final plan was received and reviewed by both the Academic Senate and the Strategic Planning Committee and was approved by the Board of Trustees at its June 2010 meeting.

Tom Allen, Associate Professor of English, wrote the initial follow-up report from the information and guidance provided by the Strategic Planning Task Force, and by Michelle Davila, Administrative Assistant, who collected and organized all the accreditation supporting documents. Professor Allen, with guidance and input from the Accreditation Steering Committee, Tom Harris, Acting President, Riverside City College, and Sylvia Thomas edited subsequent drafts. The final report, after review and endorsement by Riverside City College's Accreditation Steering Committee, was approved by the Board of Trustees at its August 2010 meeting.

## Response to College Recommendation I

*College Recommendation 1: Institutional Commitments and Evaluation, Planning, and Improvement. The team recommends that the college reframe its mission to be comprehensive, including educational goals that may be fulfilled at the college and a description of the primary student population for which the college is designing programs (Standard 1A).*

- *The team further recommends that the college clarify the ways in which the strategic plan aligns with the college mission statement, links to the strategic goals, drives budget allocation, and ensures the distribution of technology and human resources (Standard 111D.1)*
- *The team also recommends that the college develop a process of integrating program review with institutional goals, complete the implementation of the planning process, assess that process, and communicate the results of that assessment to all constituents in order to promote institutional effectiveness and identify areas for improvement (Standards 1B.2, 1B.3, 11B.4, and 111D.3).*

### Description:

As the October 2009 visiting team noted in its report, “Riverside City College’s mission statement aligns with and supports the district’s newly adopted mission statement...” The team also verified that the college’s mission statement “clearly delineates the student population for which the college is designing its program and services.” In fact, the visiting team reached the following conclusion: “The college reframed its mission to be comprehensive and included a description of the primary student population for which the college is designing its programs.” Since the October visit, the college’s Strategic Planning Leadership Council for Institutional Mission and Effectiveness conducted its annual review of the mission statement by soliciting input from the entire college community. The council made minor revisions to the statement, vetted the revisions with the appropriate college entities—including the Academic Senate, the Associated Students, and the Strategic Planning Executive Council—and made further revisions based on the input from those bodies. After approval of the revised mission statement by the appropriate college constituencies, the college then submitted the revised mission statement to the District Strategic Planning Committee in July and finally to the Board of Trustees for final approval in August 2010.<sup>2</sup>

In response to the visiting team’s general comments in its report to the Accrediting Commission for Community and Junior Colleges and in response to the Commission’s accreditation of Norco College and Moreno Valley College, the Riverside Community College District and Riverside City College developed an improved organizational structure that better reflects the nature of a three-college district. The visiting team noted in its introductory comments that “many services are still provided to all three campuses by Riverside City College; and some services physically reside on the Riverside City campus.” The team also noted that the “current situation is still creating organizational, financial, and physical plant conditions that will need to be resolved within the district once Norco and Moreno Valley are fully accredited colleges.” The re-ordered administrative structure, which

includes the reorganization of administrative responsibilities of the district offices and all three colleges, attempts to resolve many of these concerns, some of which could not be addressed until Norco and Moreno Valley became independent colleges. For example, until Norco and Moreno Valley were accredited, EOPS services had to be administered by Riverside City College, the only accredited college in the district at the time of the visit by commission representatives. The re-ordered organizational structure was adopted by the Board of Trustees at its May 18, 2010, meeting<sup>3</sup>. The district and the college have already implemented some of the changes and are taking the appropriate steps to complete these changes during the 2010-2011 academic year.<sup>4</sup>

In its introductory remarks, the visiting team acknowledged that the Riverside Community College District and Riverside City College in particular “have been transitioning to a multi-college district with three distinct colleges.” This transition has occurred. The visiting team also noted that some district personnel sit on college committees, that some district services “physically reside” at Riverside City College, and that the college and district office “will need to further clarify responsibilities as well as human and financial resources allocations for the various entities to complete this transition.” Since the October 20, 2009, visit, the district has adopted a reorganization plan that clarifies the responsibilities of district and college personnel and that better reflects the realities of the three-college district.<sup>5</sup> District personnel no longer sit as voting members on Riverside City College committees and councils. Where appropriate, they continue to serve as resource personnel on some committees to support the college’s efforts to achieve its goals.

As a result of the college’s assessment of its strategic plan and in response to the specific recommendations in the visiting team’s report, the college has restructured its strategic planning process and reorganized its strategic plan.<sup>6</sup> Moreover, the college has amended its Strategic Planning Constitution and Bylaws to reflect the restructured Strategic Plan.<sup>7</sup> In restructuring the Strategic Plan, the college converted its strategic initiatives for planning and resource allocation into the restructured plan by reframing and incorporating the Strategic Initiatives for 2008-2009 and for 2009-2010 into the Strategies section of the Strategic Plan 2009-2014. For example, in the process of developing the strategies for College Goal #1, the Strategic Planning Task Force converted several strategic initiatives into the reframed Strategic Plan.<sup>8</sup> The task force converted the initiatives to other strategies as well.<sup>9</sup>

In addition, as the visiting team recommended in its October 2009 visit, the Riverside City College Strategic Plan 2009-2014 now distinguishes strategic functions from operational functions. The visiting team acknowledged that “operational planning is occurring,” but it also recommended that the college needed “agreed upon long-term institutional goals”—that is, strategic goals that focus, as the team suggested, on the “big picture.” The strategic plan uses the College Mission Statement to drive college goals, which are then implemented with specific strategies and assessed using performance indicators and benchmark data. At its Strategic Planning Council Retreat (May 28, 2010), the college clarified Key Performance Indicators (KPIs) as the primary means to measure the college’s progress towards meeting its goals. These KPIs parallel the required reporting data submitted to the state chancellor’s office by all community colleges in the state. Also, each of the specific performance indicators and benchmarks developed in the action plans by the college’s Strategic Planning

Leadership Councils supports and measures the college's progress not only in improving its KPIs, but also in fulfilling its college goals.<sup>10</sup> In addition, each of the Strategic Planning Leadership Councils has developed action plans to make progress towards meeting the long-range college goals. These action plans, which the visiting team recommended that the college establish, have "appropriate benchmarks to measure institutional progress" and to assess the effectiveness of the college as it works to achieve its goals. The plans identify the specific activities, the responsible parties, the timelines for implementation, the expected outcomes, and the resources needed for implementation. Moreover, the college has acquired appropriate "disaggregated data" to establish the benchmarks and to assess the progress the college has made to achieve its objectives. The college, in an effort to disseminate specific strategic planning activities, has posted the actions plans for 2009-2010 and for 2010-2011 on its Strategic Planning website.<sup>11</sup>

The college uses its planning calendar to implement the planning process.<sup>12</sup> However, while the planning has continued, the college has changed the labels for certain essential components of the process. The annual program reviews of the college are now called "Unit Plans" to distinguish the process from the comprehensive program-review process, which occurs at the discipline level for the instructional units every four years. (The unit plans completed each year for career-technical programs fulfill the state-mandated assessment of their programs.) The comprehensive program reviews, although a district-wide function, review the discipline needs and status for each college. The Unit Plan Review Committees, its members appointed as specified in the Strategic Planning Bylaws, review and prioritize the requests submitted by each unit of the college (academic departments, administrative offices, student services, facilities, etc.). The prioritized requests from the Unit Plans and from the Comprehensive Program Reviews serve as strategic inputs to the Strategic Planning Leadership Councils, whose charges also include the development and revision of the various long-term planning documents—including the Educational Master Plan; the Facilities Master Plan; the Mid-Range Financial Plan; and the Technology Master Plan.

The college links the strategic planning process with resource allocation as well. For example, the prioritization of faculty positions by the Academic Planning Council, a standing committee of the Academic Senate, and the prioritization of the non-teaching positions by the Human Resources Advisory Group, composed of members of the Resource Development and Administrative Services Leadership Council, have become components of the Mid-Range Financial Plan. Also, the planning for the construction of the new Nursing Science Building, for the new Aquatics Center, and for Wheelock Gym remodel has all gone through the strategic planning process and demonstrates the implementation of the Facilities Master Plan.<sup>13</sup> Moreover, because the planning processes involved funding from district resources, the college's strategic planning process for these projects integrated with and was approved by the District's Strategic Planning Committee. Another clear example of the integrating planning processes at the college involves the Student Success Committee, a group from the Academic and Career/Technical Programs and Instructional Support Leadership Council. Working with student equity and basic skills, this group has developed action plans that integrate the college's mission and college goals with specific instructional and support activities. These action plans also align with the State Chancellor's Basic Skills Initiative and best practices. In addition, the plans show the funding mechanisms (basic skills, grants,

general funds, etc.) for each activity. Equally important, this group has developed a Student Success Committee Report Card with core indicators that assesses the success of the various activities and that are aligned with to the college's key performance indicators.<sup>14</sup>

#### Evaluation:

The October 2009 visiting team validated completion of the Mission Statement recommendation in its report. It acknowledged that the college has a viable process to review its mission annually and to make the necessary revisions to clarify its broad educational goals and the students for which the college is designing programs. The college completed its second review cycle of the mission statement during the 2009-2010 academic year and, as a result of this ongoing process, made minor revisions. In addition, the college has included queries in support of the mission statement on prioritization rubrics, on comprehensive program review documents, and on unit plan documents to insure that the distribution and allocation of resources aligns with the mission of the college.<sup>15</sup>

The district administrative organizational structure more clearly clarifies the administrative responsibilities at the district offices and at the three colleges. As part of this reorganization and in response to the comments by the visiting team, district personnel no longer sit as permanent or voting members of Riverside City College's committees. They provide information or data and serve as resource personnel for the college. In addition to the administrative reorganization, the college has developed a Mid-Range Financial Resources Plan, to complement its Facilities Master Plan and its Educational Master Plan. Moreover, during the 2009-2010 academic year, the college completed its Technology Master Plan. As part of the implementation of the new Technology Master Plan, the college began a complete audit of its technological resources and completed a survey of technological needs.<sup>16</sup> All of these plans support the college's mission and provide input into the college's Strategic Plan. These plans more completely clarify the human and financial resources allocations and separate the college's planning activities from the district's and operational from strategic planning.<sup>17</sup>

Riverside City College has restructured its Strategic Plan and compressed its strategic planning committee structure from nine committees to four councils. During the restructuring process, the college continued its planning processes while it reorganized and implemented the approval process for its restructured plan. In essence the restructured plan has incorporated the strategic initiatives developed for 2008-2009, the initiatives for 2009-2010, and the planning processes for 2010-2011 into the revised Strategic Plan 2009-2014 that identifies specific college goals which are aligned with the district's goals.<sup>18</sup>

An internal evaluation of the college's strategic initiatives and the Commission's report drove the reorganization of the college's planning processes. For example, after evaluating the initial strategic planning committee structure and after recognizing that several of the sub-committees, in particular the Physical Resources Sub-Committee, all dealt with college resources, the college compressed nine strategic planning committees into four councils, one of which combined physical resources, financial resources, human resources, and technological resources into the Resource Development and Administrative Services

Council. By addressing each of the specific recommendations from the Commission and assessing the effectiveness of its processes, the college now has a unified strategic plan, clearly defined strategies for implementing its goals, and appropriate disaggregated data to evaluate the effectiveness of college initiatives.

As the Leadership Councils developed their action plans, they used disaggregated data to drive their planning processes and to indicate the strategic direction that the college has elected to pursue.<sup>19</sup> They also clarified the benchmarks and means to measure the progress. Developing the action plans and establishing the benchmarks was a lengthy, but thorough process extending over a few months. Nevertheless, the councils have completed actions plans for 2009-2010 and for 2010-2011. This exercise in the use of data to develop action plans has helped the college to establish and to identify its Key Performance Indicators and to craft its annual Report Card.<sup>20</sup>

The college has implemented its strategic planning process. An additional component to that planning process has been the incorporation of the Unit-Plan Review Committees. After the committee membership was confirmed in September 2010, the committees began their review of the unit plans for 2009-2010. Further, in an effort to make the process even more effective, the college revised its planning calendar.<sup>21</sup> Now the Unit Plan Review committees will complete their work at the beginning of the Fall semester rather than at the end of the Spring semester as was done in past years. However, to ensure that the planning process continued uninterrupted during the strategic planning approval process, the Unit Plans for 2008-2009, previously known as the Annual Program Reviews, were prioritized by the sub-committees of the various leadership councils as it had been done before the college restructured its strategic plan. For example, equipment requests have been prioritized by the Technology Advisory Group; staff requests have been prioritized by the Human Resources Advisory Group; and facilities requests have been prioritized by the Physical Resources Advisory Group of the Resource Development and Administrative Services Leadership Council. These prioritizations have been incorporated into the Mid-Range Financial Plan. Another clear example of the college's implementation of the strategic planning process involves the work of the Student Success Committee. The Student Success Committee issues its own Report Card and develops action plans to demonstrate an integrated planning process that clearly links the college mission and goals with specific activities and services and the allocation of financial resources.<sup>22</sup> During the approval process of the restructured strategic plan, the college had a number of strategic planning accomplishments for 2009-2010. At its annual retreat on May 28, 2010, the Strategic Planning Council reviewed these accomplishments.<sup>23</sup>

The college has reorganized and restructured its strategic planning process during the 2009-2010 academic year and has begun a formal assessment of that process. The college assessed the decision-making and planning processes through an online effectiveness survey in summer 2010.<sup>24</sup> More important, the college completed a de facto assessment of its strategic planning processes as it restructured and implemented its Strategic Plan 2009-2014. The results of these assessment efforts have and are being discussed by the councils and are used to inform the strategic planning processes. The College President has met with various constituencies to discuss accreditation and strategic planning and has sent a memorandum to



the Strategic Planning Council and the college community noting resource allocations that have been made based on the planning process.<sup>25</sup> Finally, a review of the planning agendas related to strategic planning from the 2007 Comprehensive Self-Study confirms the college's progress and its commitment to strategic planning. Nearly every one of the planning agendas from the comprehensive self-study either has been completed or is an ongoing activity to ensure that the planning process is effective.<sup>26</sup>

#### Planning Agenda:

- The Institutional Effectiveness Leadership Council will conduct the mission statement review process each academic year.
- Riverside City College and the district will continue to implement its reorganized administrative structure during the 2010-2011 academic year.
- Riverside City College will continue to assess and to modify, as needed, its strategic planning processes.
- The Unit-Plan Review Committees will prioritize the requests in the 2009-2010 unit plans.
- The college will update its Mid-Range Financial Plan.
- The Leadership Councils will advance their action plans.

## Concluding Remarks

Even though the leadership of the district and of Riverside City College has undergone significant change in the last few years, the college continues, as it has for the past 94 years, to serve the students of the community. Although these changes in leadership have occurred, the college remains a vibrant institution that provides a quality education and services for its students. The Accreditation Steering Committee and the Strategic Planning Executive Council have provided continuity and guidance to ensure that strategic planning functions well and that the college demonstrates “complete resolution” of the recommendations made by the Commission. More important, the planning at the college continues to focus on student success.

## List of Supporting Documents and References

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- <sup>1</sup> A list of the members of the Strategic Planning Executive Committee is in the supporting documents.
- <sup>2</sup> See the minutes of the Institutional Effectiveness Leadership Council and the time lines for the mission statement review process for the 2009-2010 academic year.
- <sup>3</sup> See Board of Trustees Resolution 55-09/10
- <sup>4</sup> See the minutes for the Board of Trustees and the newly approved administrative reorganization.
- <sup>5</sup> See the Administrative Reorganization Plan for the Riverside Community College District.
- <sup>6</sup> See Riverside City College's Strategic Plan.
- <sup>7</sup> See Riverside City College's Strategic Plan Constitution and Bylaws.
- <sup>8</sup> See the working notes from the Strategic Planning Task Force on College Goal #1.
- <sup>9</sup> See the minutes of the Strategic Planning Task Force, April 22, 2010
- <sup>10</sup> Review the minutes from the Strategic Planning Council Annual Retreat on May 28, 2010, and data provided by Institutional Research for Performance Indicators and the college's Report Card.
- <sup>11</sup> See the action plans at <http://rcc.edu/riverside/riversidestp/index.cfm>
- <sup>12</sup> See the college's planning calendar.
- <sup>13</sup> See Facilities Master Plan .
- <sup>14</sup> See the Student Success Committee Report Card and the action plans.
- <sup>15</sup> See the Mid-Range Financial Plan as an example. Also, review the prioritization processes used by the Unit Plan Review Committees.
- <sup>16</sup> See results of the audit and the technology survey.
- <sup>17</sup> See Riverside City College's Educational Master Plan, the Facilities Master Plan, the Mid-Range Financial Plan, and the Technology Plan in the supporting documents.
- <sup>18</sup> See the Riverside City College Strategic Plan, particularly the college goals.
- <sup>19</sup> Review the Action Plans from the four Strategic Planning Leadership Councils.
- <sup>20</sup> Review Riverside City College's Report Card.
- <sup>21</sup> Review the prioritizations submitted by the various Leadership Councils.
- <sup>22</sup> See the Student Success Committee Report Card and action plans.
- <sup>23</sup> Review the minutes of the May 28, 2010, Strategic Planning Council Annual Retreat for a list of the strategic planning accomplishments for 2009-2010.
- <sup>24</sup> See results of the online Survey of the Strategic Planning Process.
- <sup>25</sup> See notices of open forums, podcasts, faculty, staff and student meetings with the President and President's memorandum on accreditation and strategic planning.
- <sup>26</sup> Review the summary of the strategic planning agendas from the 2007 Self-Study

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-7

Date: August 17, 2010

Subject: Moreno Valley College Follow-Up Report to Accrediting Commission for Community and Junior Colleges

Background: At its meeting on January 6-8, 2010, the Accrediting Commission for Community and Junior Colleges acted to grant initial accreditation to Moreno Valley College (MVC). The Commission also acted to require that the college complete a Follow-Up Report by October 15, 2010. The report will be followed by a visit of Commission representatives.

The Commission directed that the Follow-Up Report demonstrate the College's resolution of the following two recommendations:

- 1) In order to increase effectiveness, MVC needs to: develop and implement methods for assessing and measuring institutional goals, and evaluate whether the goals have been achieved. MVC also needs to ensure that institutional goals are integrated with the strategic planning process.
- 2) In order to increase effectiveness, the team recommends that the campus implement a comprehensive assessment of student needs and student satisfaction as an ongoing tool for strengthening student support services. The team further recommends that MVC provide comprehensive services to all students regardless of location or means of delivery.

Moreno Valley College has developed and implemented methods for assessing and measuring institutional goals as part of the strategic planning process, and developed an Integrated Strategic Plan for 2010 – 2015.

Student satisfaction and engagement surveys have been carried out and the outcomes assessed. Comprehensive services are now offered at the Ben Clark Training Center and at March Dental Education Center.

Recommended Action: It is recommended that the Board of Trustees approve the Moreno Valley College Follow-Up Report to the Accrediting Commission for Community and Junior Colleges, which includes the College's Integrated Strategic Plan.

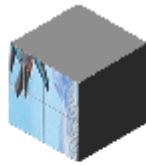
Gregory W. Gray  
Chancellor

Prepared by: Monte Perez  
President, Moreno Valley College

Lisa Conyers  
Vice President of Academic Affairs, Moreno Valley College

# Moreno Valley College

## FOLLOW-UP REPORT IN SUPPORT OF INITIAL ACCREDITATION



SUBMITTED TO THE  
**ACCREDITING COMMISSION FOR COMMUNITY AND JUNIOR COLLEGES**  
**WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES**

SEPTEMBER 2010



MORENO VALLEY COLLEGE - 16130 LASSELLE STREET, MORENO VALLEY, CA 92551

**Riverside Community College District**

Gregory W. Gray, Ed.D., Chancellor

**Board of Trustees**

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Alexis Amor, Student Trustee, 2010-2011

**Moreno Valley College**

Monte E. Perez, Ph.D., President

Follow-Up Report  
in  
Support of Initial Accreditation  
  
Response to the Recommendations  
of the  
Accrediting Commission for Community and Junior Colleges

Submitted  
by  
Moreno Valley College  
16130 Lasselle Street  
Moreno Valley, CA 92551

Submitted  
to  
The Accrediting Commission for Community and Junior Colleges  
Western Association of Schools and Colleges  
10 Commercial Boulevard  
Novato, CA 94949

September 2010

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## CERTIFICATION OF THE FOLLOW-UP REPORT

To: Accrediting Commission for Community and Junior Colleges  
Western Association of Schools and Colleges

From: Moreno Valley College  
16130 Lasselle Street  
Moreno Valley, CA 92551

This Follow-Up Report is submitted per the requirements of the Accrediting Commission.

We certify that there was broad participation by the campus community, and we believe that the Follow-Up Report accurately reflects our responses to date to the recommendations of the 2009 Accreditation Visiting Team.

_____	Virginia Blumenthal, President Riverside Community College District Board of Trustees
_____	Gregory W. Gray, Ed.D., Chancellor Riverside Community College District
_____	Monte E. Perez, Ph.D., President Moreno Valley College
_____	Lisa Conyers, Ph.D., Vice President of Academic Affairs Administrative Co-Chair, Accreditation Steering Committee
_____	Donald Foster, M.M., Associate Professor of Music Faculty Co-Chair, Accreditation Steering Committee
_____	Travis Gibbs, Ph.D., Professor of Psychology President, Academic Senate
_____	Carmen Payne, College Vice President RCCD Employees Chapter 535 California School Employees Association
_____	Courtney Davis, President Associated Students Moreno Valley College

## Introduction

Moreno Valley College's status as an accredited institution of higher education in the State of California is important to the Riverside Community College District and to the specific community we serve as part of the larger district. Because of the significance of initial full accreditation to our faculty, staff, and students, the College immediately acted to address the recommendations of the Commission. The Moreno Valley College faculty, staff, students, and administration participated actively during the 2009-2010 academic year and during the summer months of 2010 to prepare this response to Recommendation 1 and Recommendation 3 as noted in the letter of January 29, 2010, to Dr. Monte Perez, President.

The purpose of this Follow-Up Report is to describe the implementation of the recommendations in order to meet the expectations of the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges. This report represents accurately the progress that has been made on the implementation of the recommendations, and it will assist the Commission's representatives in their Follow-Up visit sometime after October 15, 2010.

To provide continuity between the report prepared in 2009 for Initial Accreditation and the subsequent visits that will occur as Moreno Valley College seeks reaffirmation of accreditation in the future, two comprehensive reports are included alongside the responses to the recommendations: (1) *Moreno Valley College Strategic Initiatives 2005-2010 Report Card* summarizing and highlighting the significant accomplishments of the campus community specifically during the five years of intense preparation for Initial Accreditation, and (2) the *Moreno Valley College Integrated Strategic Plan 2010-2015* prepared by the entire college community with the leadership of the College President, Dr. Monte Perez. It is these two documents that show the success of the ongoing planning processes and the measurable achievements brought about because of strategic planning.

The College recognizes the leadership of the following persons in the preparation of this Follow-Up Report:

Mr. Donald Foster, Associate Professor of Music, Faculty Co-Chair of the Strategic Planning Committee  
Dr. Lisa Conyers, Vice President of Academic Affairs, Administrative Co-Chair of the Strategic Planning Committee.

Dr. Monte Perez, Moreno Valley College President

Dr. Carolyn L. Quin, Associate Professor of Music and Humanities

Dr. Carlos Tovaes, Associate Professor of Geography

Ms. Kristina Kauffman, Associate Vice Chancellor of Institutional Effectiveness

The College also wishes to thank the following members of the faculty, staff, students, and administration for their contributions to the preparation of this Report:

### Contributors:

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## Statement of Report Preparation

Moreno Valley College faculty, staff, and students reviewed and discussed the *2005-2010 Strategic Initiatives* in numerous forums involving a cross-section of participants from among faculty, staff, students, and administrators during the 2005-2006 academic year. The initiatives, expressed as district and institutional goals, were provided as information items to the Academic Senate, the Academic Planning Council (APC), and to the Strategic Planning Committee (SPC). In fall of 2009, the SPC reviewed the initiatives as part of its regular meetings and included them in the strategic planning process.

As the process for implementation began, the members of the SPC were asked to share the initiatives with their constituencies and to report on the responses with the SPC subcommittees, which are aligned with the accreditation standards. Members of the Faculty Academic Senate and Instructional Department Chairs included the initiatives on agendas for subsequent meetings of those groups. In a campus planning retreat held on March 9, 2006, faculty and staff reviewed the initiatives/goals and listed specific strategies to support each initiative/goal. A draft summarizing those discussions on strategies was circulated throughout the campus community. Responses were compiled and presented to the SPC originally in May 2006. A draft with the suggested strategies was accepted by the SPC in June 2006 and forwarded to the Senate.

During spring 2007, the "Strategic Planning Process" flowchart was modified to the current representation that appears in the *2009 Institutional Self-Study Report in Support of Initial Accreditation* (p. 117). In Spring and Summer 2010, the college community, with the support of the Riverside Community College's District Office of Institutional Research and Effectiveness, compiled the information gathered from stakeholders into the *Moreno Valley College Strategic Initiatives Report Card 2005-2010*. Concomitantly, Dr. Monte Perez led the formulation and development of the *Moreno Valley College Integrated Strategic Plan 2010-2015*, the document that will guide members of the college community through planning for the next five years. Begun as a review of the 2005 strategic initiatives, this new integrated plan represents the work of the college community in retreats, workshops, regular meetings, and special meetings throughout the spring and summer of 2010. These documents are included as part of this report in support of the responses to Recommendation 1 and Recommendation 3, while highlights of each report are embedded in the responses themselves.

A broad spectrum of faculty, staff, students, and administrators from every major area of the college responded to and participated in the writing and preparation of these documents. In addition to ongoing meetings and regular reviews of the information contained in each report, special groups convened during the summer months to prepare and complete drafts and to compile information from surveys and other information-gathering instruments. Those distinct groups were led by Dr. Monte Perez, President, and Dr. Lisa Conyers, Vice President, Academic Affairs. The College gratefully acknowledges the extensive contributions of data and summary compilations required for completion of the *Report Card* done by Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness. Her report was reviewed on July 20, 2010, by a group of faculty and administrative leaders at a college-wide meeting on campus to request further verification of the information and confirmation of the content of the report.

## Moreno Valley College Follow-Up Report

An eleven-member accreditation team visited Moreno Valley Campus (MVC) of the Riverside Community College District (RCCD) October 19-22, 2009, for the purpose of evaluating the college's request for initial accreditation. At its meeting held January 6-8, 2010, the Accrediting Commission for Community and Junior Colleges acted to Grant Initial Accreditation to Moreno Valley College. The Commission also acted to require that the College complete a Follow-Up Report by October 15, 2010, to show progress on Team Recommendations 1 and 3 from the 2009 visit. This Follow-Up Report, including Exhibits A and B, is the College's response to those recommendations.

### Response to Recommendation 1

**Recommendation 1: In order to increase effectiveness, MVC needs to: develop and implement methods for assessing and measuring institutional goals, and evaluate whether the goals have been achieved. MVC also needs to ensure that institutional goals are integrated with the strategic planning process. (Standards I.B.2, I.B.3)**

In response to Recommendation 1, Moreno Valley College has prepared a summary of the methods that have been developed for assessing and measuring institutional goals. The College is demonstrating implementation of these methods through the presentation of the *Strategic Initiatives 2005-2010 Report Card*.

### **Findings and Implications of the Strategic Plan Report Card for 2005-2010**

There were eight strategic goals selected by Moreno Valley College and the Riverside Community College District in 2005. Moreno Valley College sought to achieve these strategic goals by implementing strategic initiatives for each goal. These initiatives are detailed in the *Report on Moreno Valley Strategic Initiatives Report Card* appearing as Exhibit A of this Follow-Up Report. The results of those achievements are summarized below:

#### **Strategic Goal 1: Increase Student Access—Target Exceeded**

Findings: Moreno Valley College witnessed significant enrollment growth over the last five years. Between the fall of 2004 and the fall of 2008 there was a 32% enrollment growth in recent high school graduates. Significant enrollment growth occurred when the Ben Clark Training Center (BCTC) students became part of the College. Online and hybrid courses grew through 2008-09 but were reduced slightly in the fall of 2009 due to State budget constraints on all course delivery methods. Program offerings also grew at a reasonable rate as well.

Implications: The College continues to address the need for additional space. Many of the challenges will be remedied as a local bond program is implemented with matching funds from the State of California over the next five years.

## **Strategic Goal 2: Increase Course Retention—Target Achieved**

Findings: Course retention remained high and steady over the last five years with a minimal drop in transfer-course retention. Career Technical Education (CTE) course retention remains in the high 90<sup>th</sup> percentile and basic skills and transfer courses in the high 80<sup>th</sup> percentiles. Average retention for the Fall of 2009 was 86.5 percent.

An increase in early intervention and mentoring programs occurred during this period, and utilization of student support services increased as well.

Implications: Even though student support services utilization increased, there is a need to continue to support student access and awareness of student services, particularly in the area of student financial aid.

## **Strategic Goal 3: Increase Successful Course Completion—Target Achieved**

Findings: Course completion has been consistent in the low 70<sup>th</sup> and high 60<sup>th</sup> percentiles over the last five years in transfer and basic skills courses with the exception of CTE courses which were consistently in the high 80<sup>th</sup> percentile and reached 90.9 percent in the spring of 2008. The proportion of full-time faculty teaching courses increased at Moreno Valley College and at BCTC, and a number of activities were initiated that engaged faculty in the development of methodologies for diverse learning styles. The development of learning communities increased in English and Guidance courses. The English courses were primarily basic skills courses that integrated learning with fire technology, reading, library skills, psychology, geography, college success strategies, and intermediate algebra and chemistry.

Implications: Although there have been solid course completion rates and increased interest among faculty to develop learning communities and implement instruction to meet the needs of diverse learners, a continued emphasis on increasing instructional effectiveness using Student Learning Outcomes Assessment will be ongoing.

## **Strategic Goal 4: Student Persistence—Target Amended**

Findings: Moreno Valley College persistence remained constant from the fall of 2004 to the fall of 2008, hovering around 52 percent. Surveys of students who did not persist did not have enough returns to make a meaningful analysis. Although there was steady progress in the attainment of student learning outcomes and the involvement of faculty in faculty development workshops, follow-up reports for students who did not persist at the College were negligible.

Implications: The College has identified a need to implement a revised system of data collection to gather the information needed to analyze why students do not persist from the fall to spring. One approach may be to define persistence based in terms of student intent, such as career technical education (CTE) program completion or transfer. Another approach identified by the College was to determine whether students were able to complete their individual goals in one semester, or if their intent was to enroll intermittently until completing their goals.

## **Strategic Goal 5: Improve Student Learning Outcomes—Consistent Progress**

Findings: Faculty have engaged in college-sponsored and externally-sponsored workshops and training programs on student learning outcomes (SLOs). Steady progress has been made in the identification, assessment and improvements of SLOs in the majority of courses currently offered.

Implications: The College has identified an institutional goal in its *Integrated Strategic Plan 2010-2015* related to student learning outcomes that focuses attention and resources towards the completion of course and program SLO assessment requirements by 2012.

### **Strategic Goal 6: Increase the Number of Awards, Certificates, and Transfers-Consistent Progress**

Findings: There has been a steady increase in the number of awards, certificates, and transfers over the last five years. Ratios of faculty counselors to student enrollment have improved with the addition of counseling staff from grant-funded programs. There has been steady progress in (1) helping students automatically file for degrees and certificates upon completion of course work, (2) understanding articulation agreements to promote transfer, and (3) obtaining financial assistance after completion of programs of study at the College.

Implications: The College reports consistent progress in the number of students' filing for degrees, using articulation agreements to promote transfer, and identifying funding to further their education upon completion. The College continues to emphasize to all students the importance of completing a program of study.

### **Strategic Goal 7: Improve Quality of the Student Experience—Target Amended**

Findings: Students consistently view Moreno Valley College very favorably, according to recent surveys summarized below under the response to Recommendation 3. Students are more involved in the College's operations, serving on occupational advisory committees, serving as mentors to their peers, being mentored by alumni, and participating in community partnerships.

Implications: According to student surveys, additional parking spaces would improve the quality of their experience at the main campus of MVC. Students have also suggested the development of interactive spaces on campus to enhance their experience, such as a one-stop student services center.

### **Strategic Goal 8: Develop a Comprehensive Enrollment Management Plan-Target Achieved**

Findings: The College has reviewed and refined its *Long-Range Educational and Facilities Master Plan* to promote attainment of its strategic initiatives related to the critical need for space. Moreno Valley College has established a participatory, college-wide strategic planning process which is organized around four subcommittees—with those four subcommittees aligned with the four accreditation standards. The College will use the strategic planning process as the primary mechanism to ensure a cooperative and collaborative plan to shape the enrollment. Student satisfaction remains high by ethnic groups and campus climate is perceived as very positive by students, according to surveys conducted annually.

Implications: The faculty, staff, students and administration are committed to implementing the processes of strategic planning and of setting priorities for the College based on sound planning as a strategy for managing enrollments for the future.

#### Principles and Guidelines of Enrollment Management

During the spring semester of 2010, the Chancellor convened a committee to draft a set of principles to guide enrollment management throughout the Riverside Community College District in keeping with the guidelines for decentralization described in Standard IV.B.3.a. Two members of the College community represented MVC on that committee, a faculty leader and the Vice President of Educational Services. While that district committee completed a draft of principles and guidelines for enrollment management relevant to

both the district and the colleges, reproduced here are the guiding principles relevant to Moreno Valley College.

The general principles that guide enrollment management decision-making include the mission of the College, quality of instruction, academic and programmatic priorities, a balanced curriculum, and meaningful participatory governance in the planning, adoption and execution of enrollment policies.

Academic concerns must drive enrollment decisions according to the principles of mission alignment, balanced curriculum (basic skills/CTE/ transfer), quality of instruction, consultation with faculty, and comprehensive offerings.

The goal of a comprehensive enrollment management plan is to serve the intended student population that will be successful at the college and to address the comprehensive needs of students academically, socially, and financially. To that end, the following principles for enrollment management at the college level are to:

- Offer an appropriate balance of basic skills, CTE and transferable courses.
- Offer a class schedule consistent with budget resources, including cautious use of financial reserves.
- Offer a mix of offerings of courses by time of day (morning, afternoon, evening, weekend, distance education) that corresponds to student demand and student demographics.
- Monitor and shift class sections annually, or as appropriate, to respond to student need.
- Develop more dialogue between counseling and student services personnel, instructional faculty, and administrators so that each group better understands comprehensive student needs.
- Strategically develop a culture of learning that instills in students the logical progression of course and program sequences (for example, developing basic skills before taking classes that require them).
- Schedule sequential courses (especially in basic skills) so that students can enroll in course sequences.
- Build the schedule based primarily on student academic need.

The College assumes decision-making authority over enrollment management. Academic, social, and financial priorities set by college faculty in collaboration with college instructional administrators will drive the enrollment management process.



## The Role of Institutional Goals

The College's institutional goals provide a rationale and a direction for the overall strategic planning process. During the summer months in 2010, the College identified and codified the *Moreno Valley College Integrated Strategic Plan 2010-2015*, the roadmap of the future for the College and a summation of this past year of planning. (See Exhibit B.) The goals listed in the *ISP* are linked to specific functions within the College, based on surveys of students, the *2005-2010 Report Card*, and other evaluative methods in place in 2010. Each service area supports student success and implements the methods for assessing and measuring institutional goals that are critical to the future of MVC students.

## Timeline for Development of the *Moreno Valley College Integrated Strategic Plan 2010-2015*

As the timeframe for the previously adopted strategic initiatives (2005 – 2010) expired, the College began work on the development of a new five-year plan, the *Moreno Valley College Integrated Strategic Plan 2010-2015*. To initiate the process, the college president convened a meeting in November 2009 with the co-chairs of the Strategic Planning Committee (SPC), the president of the Academic Senate, representatives from the California Teachers Association (CTA), representatives of the California State Employees Association (CSEA), the student president of the Associated Students Moreno Valley (ASMV), and members of the President's Management Council. The purpose of the meeting was to determine a process by which all constituent groups would be involved. Participants at this initial planning meeting subsequently broadened involvement by discussing the proposed integrated strategic planning process among members of their respective groups. This first stage was designed to begin conversations about potential institutional goals for the next five years. The focus of the College's work for the remainder of the year was to generate a plan that directly links planning with achieving the institutional goals.

Moreno Valley College achieved initial accreditation in late January 2010. As the faculty, staff, and students returned for the spring semester, they were given the opportunity to work with the College's managers and with a consultant to begin to define institutional goals. The work of the consultant was made easier through the incorporation of previous planning efforts found in the SPC's *Evaluation of Academic Master Plan Goals* and the listing of strategic goals and initiatives contained in the soon-to-expire *Strategic Initiatives 2005-2010*.

By April 30, 2010, the new planning process resulted in a college-wide retreat. The college president, in consultation with the President's Management Council, brought together representatives of all stakeholder groups to develop the institutional goals that would guide the next five years of planning and become the basis for the integrated plan. The brainstorming session at the retreat generated general institutional goals and over one hundred strategies for achieving them. Later a subcommittee of the SPC, guided by a consultant familiar with planning processes, analyzed the general goals and combined them into eight, specific institutional goals with strategies and timelines for beginning to develop methods of assessment.

The eight institutional goals that form the basis for the new integrated plan are aligned with the six categories of their predecessor, the *Strategic Initiatives 2005-2010*: academic, student services, financial resources, technology, professional development (human resources), and facilities. These alignments are reflective of Campus Recommendation 1, forwarded in January 2008, after the ACCJC site visit for Institutional Candidacy in October 2007, and described in the *2009 Institutional Self-Study Report in Support of Initial Accreditation* (pp. 10-11).

The new *Integrated Strategic Plan (ISP)* adds two additional categories in the areas of life-long learning and student learning outcomes as a reflection of the content of the College's official mission statement. The *ISP* was shared at all four strategic planning subcommittees during May 2010 and approved for ongoing development by the SPC at its meeting on May 20, 2010. The College decided to have a strategic plan based on the institutional goals, thereby achieving integration based on a common vision for the College as articulated by all constituencies.

### The Role of "Program Review" in Planning

"Program Review" forms the basis for the work of the Strategic Planning Committee (SPC). Instructional departments and student services areas submit "Program Review" documents annually. Administrative units submit "Administrative Unit Reviews" annually. Both the "Program Review" and the "Administrative Unit Reviews" align with the mission of the College, state the goals of the unit, measure the success of those goals, and identify goals for the following year. All "Reviews" include requests for equipment, services, and personnel based on goals established by the department, area, or unit.

The equipment, personnel, and other needs required to meet department-, area-, or unit-identified goals are reviewed by the appropriate subcommittee of the SPC, rated, prioritized, and forwarded to the full committee as part of the ongoing strategic planning process. Actions taken at the SPC, a subcommittee of the Academic Senate, determine institutional priorities and formulate the plans of action for the coming year. Financial resources for the following academic year are allocated by the administration based on the recommendation of the SPC.

### Implementation of the new *Integrated Strategic Plan 2010-2015*

During its first meeting of the fall semester, the Strategic Planning Committee, as a subcommittee of the Academic Senate, will review the institutional goals that form the basis of the *Integrated Strategic Plan 2010-2015*. With the appointment of a new faculty assessment specialist, the role of assessment in the evaluation of progress towards these goals will be critical. The current language of the goals will be examined to determine alignment with usual and customary methods of assessment, and editorial changes will be made where needed to clarify a goal for the purpose of making it able to be assessed.

Later, as benchmarks are set, the language of each goal will be reevaluated to determine its appropriateness for assessment. For example, each goal will need to be measurable and an evaluation process determined that is appropriate and understood by everyone. Methods of claiming success or failure will be determined as the goals are realigned with assessment methodologies and clear methods of assessment that are set in advance. Assessment specialists will provide expertise, through the SPC and in other official meetings, on the framing of objectives, appropriate measurements, and the meaning of results.

Once alignment is achieved, assessment of institutional goals will be an ongoing process with the institutional goals examined by every unit of the college, so that all levels of leadership and responsibility understand the focus of the college's activities. The institutional goals will be the focus of discussion at SPC and subcommittee meetings. Annually, a college-wide strategic planning survey will be used as one way to determine the effectiveness of the methods developed and implemented for assessing and measuring institutional goals.

As part of the assessment process, all constituents will have the opportunity to participate in the reports on the evaluation of the goals and the discussions relevant to those measures of achievement. The SPC, working in conjunction with the College's administration, will determine the continuing need for special retreats, additional professional development, workshops on planning, and other methods of continual renewal for the college community as the planning process moves forward.

#### Developing and Evaluating Benchmarks in 2010-2011

Following the process demonstrated in the *Moreno Valley College Strategic Initiatives 2005-2010 Report Card* (Exhibit A) accompanying this response, Moreno Valley College will determine through its integrated strategic planning process benchmarks for the next five years and set those targets with the involvement of all constituencies. The "Outcomes" in the *ISP* (Exhibit B) will be agreed upon by the constituent groups of the College after reviewing data from previous reports, such as the *Report Card*, as part of the strategic planning process.

Each institutional goal will have a benchmark or outcome enabling a measurement of success and the evaluation of achievement. Evaluations will be carried out utilizing materials developed by the units of the College, data compiled by the College's Office of Institutional Effectiveness, and official reports of statistics from the RCCD Office of Institutional Research. The analytical reports will be shared with members of the SPC and subcommittees, as well as other groups, such as the Academic Senate, classified staff, and student government. These evaluative reports will be the basis for discussions of the assessment of institutional goals, incorporating a wide range of issues, including the need for additional information, the need for new information from additional sources, quality of the data, and possible annual revisions of institutional goals to reflect new realities.

The reports will be available at the beginning of the fall semester. Ongoing discussions will occur throughout the semester at department, staff, Academic Senate, and other official meetings. Summaries of discussions and conclusions made by constituent groups will be collected by SPC and discussed at SPC meetings throughout the fall and spring semesters. In subsequent years, goals will be assessed based on the benchmarks agreed upon during 2010-2011. Units directly responsible for specific goals will be asked to evaluate the reasons for success at achieving the goal or to evaluate the validity of the goal to ensure an integrated process. Stakeholders outside of the units responsible for specific goals will also evaluate the processes and information used to provide objectivity in the evaluation process and to provide support for new ideas. All goals will be evaluated for alternative avenues and strategies.

### Response to Recommendation 3

**Recommendation 3: In order to increase effectiveness, the team recommends that the campus implement a comprehensive assessment of student needs and student satisfaction as an ongoing tool for strengthening student support services. The team further recommends that MVC provide comprehensive services to all students regardless of location or means of delivery. (Standards II.B.1, II.B.3.a, and II.B.4)**

Moreno Valley College uses six student surveys, whose results are compiled annually, to implement a comprehensive assessment of student needs and student satisfaction:

1. The ***Community College Survey of Student Engagement (CCSSE)*** was administered to students in April 2010. CCSSE is a nationally reliable survey, the results of which are analyzed by the CCSSE organization for the direct benefit of the College and for comparative purposes with other community colleges across the country. The survey instrument, *The Community College Student Report*, provides information on “student engagement,” a key indicator of learning and, therefore, of the quality of the student experience. The survey asks questions that assess institutional practices and student behaviors that are correlated highly with student learning and student retention. The *Community College Student Report* is a versatile, research-based tool appropriate for multiple uses including:
  - a. benchmarking — establishing national norms on educational practice and performance by community and technical colleges,
  - b. diagnostic tool — identifying areas in which a college can enhance students’ educational experiences, and
  - c. monitoring device — documenting and improving institutional effectiveness over time.

In addition to the students in the general population who were given the CCSSE, a separate group of students enrolled only in basic skills courses was also surveyed to determine if there were any differences between basic skills students and the general population.

2. ***Survey of Student Satisfaction***. In April 2010, the College administered its ***Survey of Student Satisfaction***, developed internally with assistance from district and college specialists. The survey was administered to the same group of students who completed the CCSSE. The purpose of the survey was to determine the level of satisfaction students have with college offices and services.
3. The student ***Survey of General Education Student Learning Outcomes (SLOs)*** has been distributed in June at Commencement for the last four years. This survey is based upon the twenty-five General Education SLOs identified by the district with full college participation and approval in 2006.
4. ***Community College Student Experiences Questionnaire***.
5. The ***Survey for Career and Technical Education (CTE)*** is distributed to CTE certificate recipients via mail and via the Internet as an online survey. Students are asked to self-report their gains in attaining the SLOs while in a CTE program.

## 6. *Library Services Survey.*

The results of the *Community College Survey of Student Engagement (CCSSE)*, the *Survey for Career and Technical Education (CTE)*, the *Survey of General Education Student Learning Outcomes*, and the *Community College Student Experiences Questionnaire* are not available as of July 27, 2010. However, the results of two other survey instruments, the *Survey of Student Satisfaction* and the *Library Services Survey*, have been analyzed as part of the evaluation of comprehensive student services at the main college campus location and at the Ben Clark Training Center (BCTC).

The *Survey of Student Satisfaction*, made up of 83 questions, was analyzed by the RCCD Offices of Institutional Effectiveness and Institutional Research. The analysis reveals that:

- Cost/affordability, classes held at convenient times, location, program or certificates offered, financial aid, parking, and academic reputation rated as being **very important** to students. Each element received a rating above 2 on a scale of 1 to 3, with 3 being the highest.
- The campus climate is considered **favorable** by all students. Weekend students rated the climate even **more favorably** at above 3 on a 4 point scale.
- Students were **highly satisfied** with student services and rated all services at a 3 or better on a 4 point scale.
- Students **highly agreed** (a rating of 3 or above) with 19 aspects of the college such as “convenient ways to pay registration,” and “I would choose to attend the college again” and **agreed** (a rating of 2 or above) with seven aspects of the college such as “there is a sufficient number of study areas on the campus “with the least agreement (2.41) on “there is sufficient parking to meet student needs,” indicating that there should be more study spaces and more parking spaces to meet the perceived needs of students.

There were 171 responses to the *Library Services Survey* which found that:

- Library hours, equipment, collections and databases were **adequate**, and the library staff was **competent and friendly**.
- Library space, however, was deemed **inadequate** by those students completing the survey. The *Integrated Strategic Plan 2010-2015* allows for college-wide discussions of building needs and plans for future construction of facilities. The expansion of the library’s physical space remains a high priority.

Based on the results of these two surveys and ongoing planning, the College will:

1. expand available parking within the next five years, and
2. support electronic databases for the student research online until the square footage needs of the library can be addressed.

The approach of Moreno Valley College to addressing Recommendation 3 is to respond to student needs and student satisfaction by strengthening student support services through the integrated strategic planning process. Through ongoing review, the College will continually renew its commitment to meeting student needs and to promoting excellence.

### Recommendation 3, continued

**The team further recommends that MVC provide comprehensive services to all students regardless of location or means of delivery. (Standards II.B.1, II.B.3.a, and II.B.4)**

To address this portion of Recommendation 3, the College developed a set of defining principles to determine the level of need for comprehensive services at each location and with each means of delivery. MVC defined the following principles for implementation. Each location was evaluated for:

- a. demonstrated need and anticipated data-driven demand for services;
- b. spatial limitations and projected physical build-out for space;
- c. personnel capacity and strategically designed personnel re-organization for off-site locations;
- d. the importance of students' identifying with their postsecondary institution, their eventual alma mater, and the main campus as a resource center for life-long learning experiences and continuing education for the renewal of professional certification;
- e. sensitivity to "green" initiatives driven by responsible environmental custodianship (for example, electronic versus paper materials distribution, virtual enrollment processes, and textbook-purchase practices to defray unnecessary costs).

Below is a summary of services offered to all students with information related to services offered on the main campus and site-specific services offered at alternative locations for specialized programs of study.

### Student/Veterans Student Resource Center

Comprehensive student services for students at Ben Clark Training Center (BCTC) and March Dental Education Center (MDEC), both located on the March Air Reserve property, have been developed with the establishment of a Student/Veterans Student Resource Center at BCTC, guided by the principles outlined above to be mindful of unnecessary duplication of services that are not utilized sufficiently at the off-site location, a desire to have students "identify" with Moreno Valley College as their institution of higher education, and a commitment to "green" initiatives in all aspects of service to students.

The Student/Veterans Student Resource Center at BCTC, which is open to all students, provides a comprehensive set of student services, including assessment, counseling, matriculation, financial aid, EOPS, Veteran Services, student health services, DSPS, and other student services also available at the main college campus. All services are available and accessible to all students regardless of location. Full counseling services are offered, including "by appointment," drop-in, and online academic advising, the same services offered on the main campus. BCTC and MDEC students have a limited, but strategically scheduled, number of hours of weekly full-service counseling options that mirror the main campus services.

The Student/Veterans Resource Center has a full-time **Student Services Coordinator** who manages the student services staff and faculty, including organizing schedules, ordering supplies, and arranging collaborative meetings to fulfill the needs of Fire, Law, Emergency Medical, and other students. The **Student Services Coordinator** reports to the Vice President of Student Services and coordinates with the Director of Enrollment Services, the Dean of Student Support Services, and the Dean of Financial Services.

In addition, there are three Admissions and Records Technicians available in Law and Fire Programs at BCTC and an Administrative Assistant II who assists with online enrollment and problems with Web Advisor. Computers are available for student use at BCTC and MDEC. There is an Assessment Center with clearly identified operational hours at BCTC that is part of the Student/Veterans Resource Center.

### Areas of Service

Bookstore: All students are encouraged to purchase texts online and students can search for textbooks through the college's website by course and section number. Textbooks are available for pre-order before each term begins.

Parking: Students at BCTC and MDEC do not pay for parking, an advantage that students at the main campus do not have. The visibility of public safety personnel at the BCTC enhances off-site safety and police support for the prevention of and response for police services.

Disabled Student Services and Programs: DSPS provides a Student Services Technician trained to provide a basic level of assistance, and DSPS keeps an in-take liaison on duty at both sites. Assistance is provided daily during peak demand times, especially at the beginning of each term.

Extended Opportunity Programs and Services: EOPS is administered from the main campus and offers financial aid services and other direct services. Information and recruiting sessions for the EOPS program with intake services are available at BCTC and MDEC.

Food Services: Food Services are less formal at the off-site locations because of the close proximity to low-cost commercial dining and the lack of professional culinary preparation areas. CAL Fire and Moreno Valley College are discussing the need to provide food services on location at BCTC. At MDEC, refrigerators and microwaves are provided in breakout rooms for the convenience of students.

Health Services: A full-service Health Services Center in the Parkside Complex supports a full-time Registered Nurse and provides services to all students. Large numbers of emergency-trained, licensed practitioners make up the teaching faculty at BCTC, a facility posted with emergency contacts and procedures. At MDEC all personnel receive CPR training, a luxury not available on the main campus.

Career Services: Job Placement is built-in to the programs of study for BCTC and MDEC through clinical experiences, internships, and work-study programs. Federal work-study students are employed in all locations as well as district-funded student employees.

Outreach: Outreach Services at each location, including the main campus, typically occur before college attendance and are representative of all three sites and curricula. Special outreach is offered on site at public service institutions to provide information and to survey prospective students at work sites. For allied

health and dental education, special recruitment is offered at middle and high schools to track interest in prospective healthcare students.

Clubs: Students can participate in clubs at all three locations. Pre-professional recruitment activities include outreach to BCTC and MDEC. At BCTC there is a Fire Technology Club and an Emergency Medical Services Club. Appropriately, MDEC hosts the Dental Hygiene Club.

Tutorial Services: Tutorial Services are specific to each location, based on program needs. Online tutorial programs are utilized when possible and new online tutorial support is being developed through the Title V grant. At MDEC tutorial services are provided for Dental Assisting and Dental Hygiene students.

Grant-funded support unique to off-site locations: BCTC received a Homeland Security grant for curriculum development of \$540,000 in 2009 - 2010; a Title V grant for curriculum development and expansion, and online tutorial services for \$2.8 million for the period from 2009 – 2014, and a congressional earmark for curriculum development of \$600,000 for 2010 – 2015.

Library Services: The main campus offers a full-service, comprehensive digital Library. At BCTC library services are enhanced by electronically accessible journals through the use of laptops that are available for students. Library workshops are presented at BCTC and MDEC. MDEC supports a convenient in-house, discipline-specific library with current journals in the dental fields and electronically accessible journals.

Moreno Valley College Library/Learning Resources provides remote online access to materials and services via the library and Instructional Media Center websites available 24 hours a day, seven days a week, from the Library's website, LAMP.

Online library resources include:

- General information about library resources and services
- Library catalog
- 28,825 e-books
- 40 subscription databases, including citations, abstracts, full-text articles from newspapers, periodicals, and scholarly reference sources
- Tutorials and guides to finding and using information
- Library website including online forms to submit reference questions (to be answered via email within one working day) and with real-time reference chat on a limited basis.

The Instructional Media Center website provides 24/7 access to information and follow-up to services in instructional technology at all locations.

- KRCC, MVC's educational-access station, and its program schedule
- Availability of audio/visual equipment to all locations
- Production of DVDs of events and instructional program, satellite down-linking, and videoconferencing
- Procedures for requesting IMC equipment and services provided at all locations.



The Moreno Valley College Strategic Planning Process recognizes that the College must provide comprehensive services to all students regardless of location or means of delivery. As such, the College continues to address, through its planning discussions, the evolving needs of students at all locations and to provide the most critical services at all locations. The review of critical services identified is part of the annual review process and the assignment of budget, space, and personnel to update the efficiency of services is determined by student needs.

### Summary and Conclusions

Moreno Valley College has met Recommendations 1 and 3 contained in the ACCJC action letter dated January 29, 2010. The College has successfully addressed both of these recommendations and is prepared for the follow-up visit scheduled for Fall 2010.

Moreno Valley College has developed methods for assessing and measuring institutional goals and will evaluate whether the goals have been achieved as part of the College's ongoing planning processes using appropriate and measurable tools of assessment. An evaluation of the previous strategic initiatives for 2005-2010 appears in this Follow-Up Report as Exhibit A, *Moreno Valley College Strategic Initiatives Report Card 2005-2010*. With the development during early 2010 of the *Moreno Valley College Integrated Strategic Plan 2010-2015*, included here as Exhibit B, Moreno Valley College has ensured that institutional goals are integrated with the strategic planning process. Further refinement in the wording of those goals and in the setting of benchmarks, or outcomes, will take place in 2010-2011 to ensure alignment with assessment techniques and meaningful evaluations.

The past successes of the College in assessing, measuring, and evaluating institutional goals are evidenced by the *Moreno Valley College Strategic Initiatives 2005-2010 Report Card*. The ability of the College to sustain appropriate methods for assessing and measuring established goals is evidenced by the processes described within the *Moreno Valley College Integrated Strategic Plan 2010-2015*. The College views this newly developed *Integrated Strategic Plan (ISP)* as a living document that will be the focus of planning and discussions among all constituents and actions on the part of the College.

In addition to finalizing the *ISP*, the College has implemented a comprehensive assessment of student needs and satisfaction with the use of six student surveys. After studying the results of all surveys, the College will continue to make changes that improve the student experience. As outlined by "Area of Service" in this Follow-Up Report, the College provides comprehensive services to students regardless of location and means of delivery. The locations of services are clearly identified for students and critical services that meet the defining principles criteria are provided on-site. Services provided to students at the BCTC and the MDEC were identified through program requirements and surveys. Data collection will continue as part of the planning process to determine future needs. Online services are available to all students through the College's website, and efforts to expand and improve those services for all students are ongoing.

Moreno Valley College supports integrated strategic planning, embraces ongoing improvement and assessment, and resolutely endeavors to ensure quality and excellence to all students served. This Follow-Up Report, like the two that will come later, the *Midterm Report* in 2012 and the *Self-Study Report for Reaffirmation of Accreditation* in 2014—is a blueprint not only for progress, but for **excellence**, in achieving the institutional goals set forth within.

Exhibit A:

Moreno Valley College Strategic Initiatives 2005 – 2010 Report Card

# Initiatives

<b>Initiative One:</b>	Increase Student Access
<b>Initiative Two:</b>	Increase Course Retention
<b>Initiative Three:</b>	Increase Successful Course Completion
<b>Initiative Four:</b>	Student Persistence
<b>Initiative Five:</b>	Improve Student Learning Outcomes
<b>Initiative Six:</b>	Increase the Number of Awards, Certificates and Transfers
<b>Initiative Seven:</b>	Improve the Quality of the Student Experience
<b>Initiative Eight:</b>	Develop a Comprehensive Enrollment Management Plan

**Data Sources:** *Unless otherwise noted all data and charts from Riverside Community College District Office of Institutional Research, Data Reporting, and Institutional Effectiveness*

# Background

## Background on the Strategic Initiatives 2005-2010

In 2005, when the Strategic Initiatives discussed in this report were first envisioned, Moreno Valley was a campus within a one college district, Riverside Community College District (RCCD). Leaders across the district served as part of a team and worked collegially to develop a set of strategic initiatives, a locally popular phrase at that time for a strategic plan. These initiatives ultimately became in practice the first “strategic plan” for Moreno Valley College (MVC), which gained accreditation in 2010.

The Moreno Valley Campus faculty, staff, and students reviewed and discussed the **Riverside Community College District Strategic Initiatives 2005-2010** in a number of forums during fall 2005 including:

- Faculty Chairs and Assistant Chairs (at the Fall District Academic Planning Council on 10/21/05)
- Academic Senate (12/7/05)
- Moreno Valley Strategic Planning Committee (12/8/06)

Those present at each of these meetings were asked to bring the initiatives to the attention of their constituencies. The Department Chairs and Academic Senators were asked to bring this up at Department Meetings. The members of the Moreno Valley Strategic Planning Committee (MVSPC) were asked to report on the initiatives to the members of their subcommittees.

At the Spring Retreat (March 9, 2006), faculty, staff, and students reviewed the initiatives and suggested specific strategies to support each one. A draft summarizing the discussion was then circulated throughout the Moreno Valley Campus community. The chair of the Strategic Enrollment Management (SEM) Subcommittee of the MVSPC and President of the MVC Academic Senate, compiled the suggestions received from members of the MVC community for inclusion in the draft that was presented to the MVSPC on May 11, 2006. The MVSPC reviewed the draft and asked the SEM to continue to refine it and present again at the June MVSPC meeting.

The SEM and MVC Academic Senate continued to work which ultimately led to a draft reviewed by the MVSPC on June 1, 2006, and then forwarded to the District Strategic Planning Committee on June 2, 2006, where it was accepted.

In the spring of 2009, the President undertook an evaluation of the strategic initiatives. The evaluation included meetings with the Strategic Planning Committee, Academic Senate, Academic Planning Council, Associated Students and CSEA representatives. From this evaluation an assessment of the degree to which the strategic initiatives goals and objectives were reached was made. This provided a framework for the development of the strategic plan for 2010 to 2015.

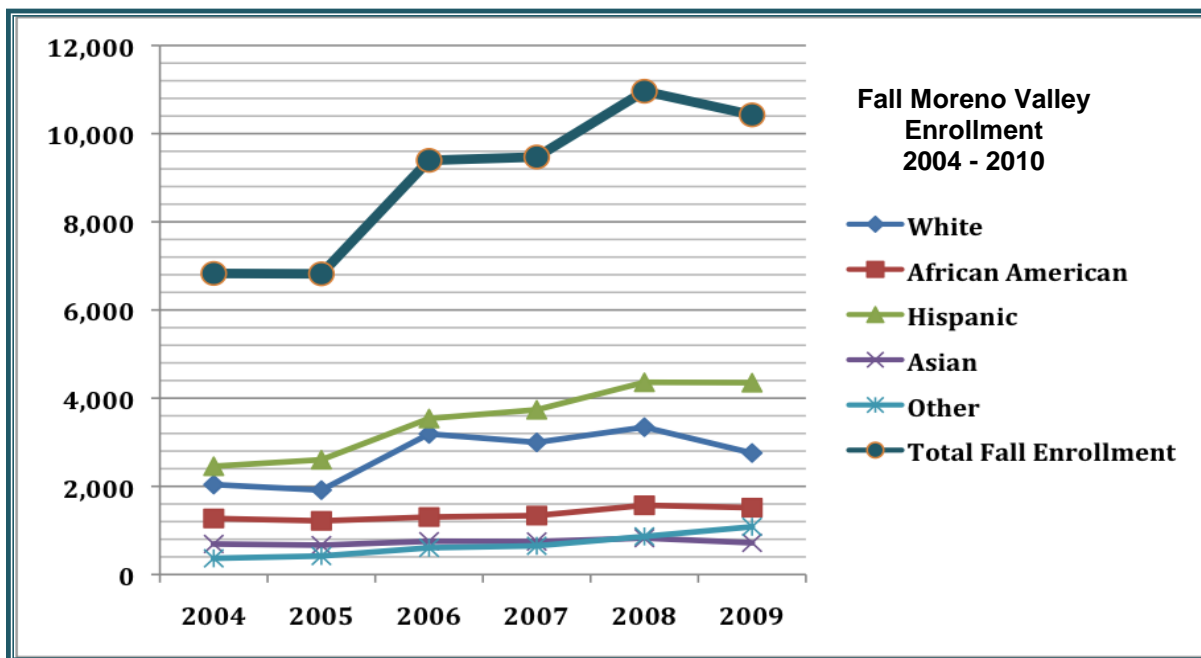
This report summarizes the accomplishments of the Moreno Valley College related to each initiative during 2005-2010.

# Initiative One: Increase Student Access

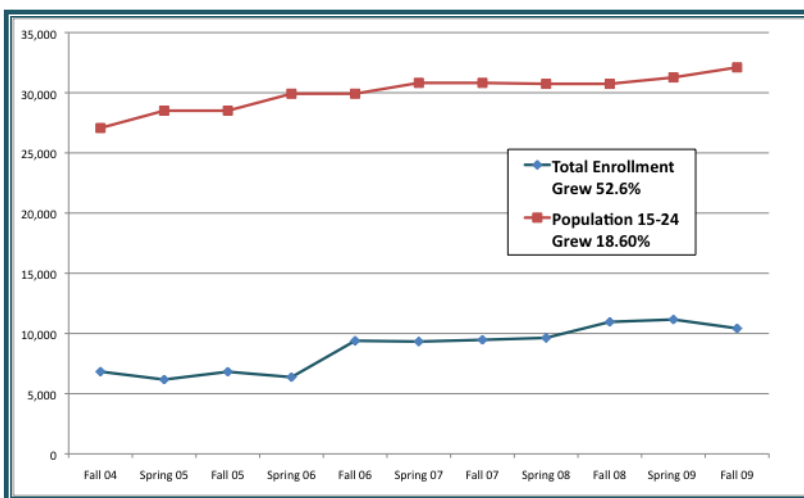
**Original Target:** Increase enrollment of graduating high school seniors from local feeder schools by 1% per year or 5% over five years.

**Challenge:** Lack of Space

**Result: Target Exceeded**

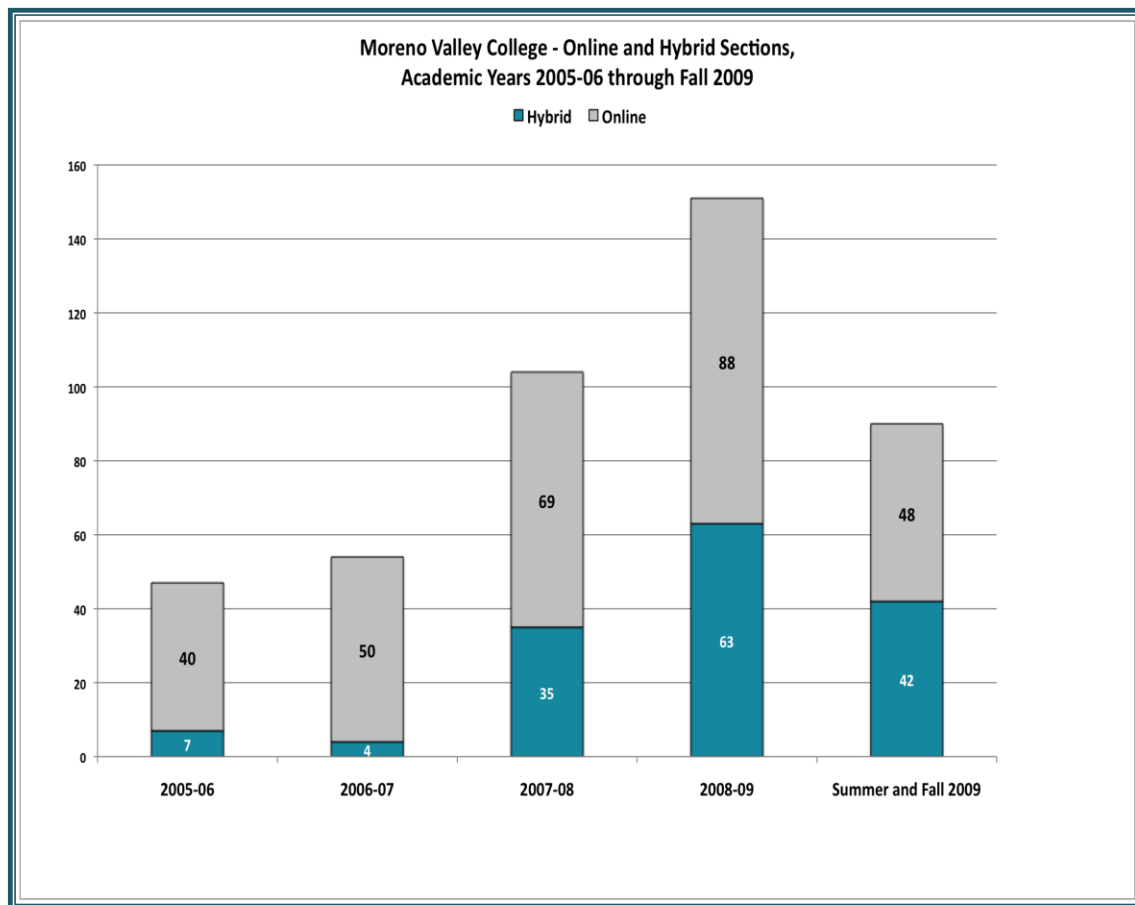


Fall overall enrollment numbers illustrate a gain of over 52% in the five years since 2004-2005. This occurred despite section cuts resulting from the economic crisis of 2007-2010. Fall 2004-2005 enrollment from recent high school graduates was 2,305. By fall 2006 the 5% target was exceeded when enrollment in this category climbed to 2,521. **Between fall 2004 and fall 2009 enrollment of recent high school graduates grew nearly 32% to a total of 3,036 students.**



# Initiative One: Increase Student Access

**Strategy:** Increase the number of online and hybrid courses to promote growth without additional use of classrooms.



Hybrid and online sections have continued to increase during the last five years. Summer and Fall 2009 offerings alone (without winter and spring 2010) are almost at 2007-2008 levels despite budget cutbacks.

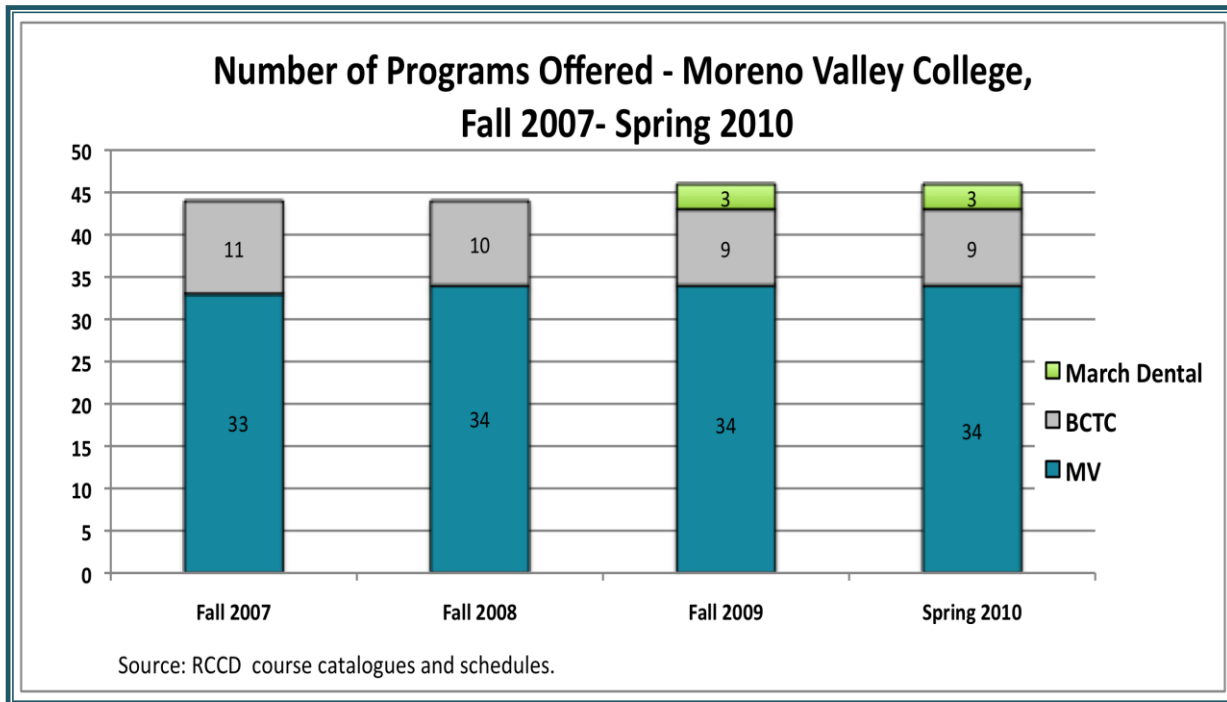
Perhaps more importantly, success ratios in distance education are high. In 2008-09, distance education at Moreno Valley College had the highest success rates and fill ratios in the district: success 65.88%; retention 82.78%; efficiency 484.39; fill ratios 86.14%.

# Initiative One: Increase Student Access

**Strategy:** Increase program offerings.

Increasing program offerings has been very challenging due to space limitations and the cutbacks of 2009-2010 resulting from the economic crisis facing the state. Nonetheless the college has worked to develop new programs and has succeeded in gaining outside funding (e.g., Workforce Investment Board [WIB] grant) to support additional sections. New or expanding program offerings include:

- Simulation and Gaming
- Speech Language Pathology Assistant
- Wildland firefighter certificate/degree
- Fire Officer and Chief Officer Certificate to appeal to career firefighters
- Fire Investigation
- A part-time fire academy was designed and will open in spring 2011 to provide access for students who cannot afford to attend during the 12-week sessions.
- Four new courses in a six-course sequence developed in Homeland Security have been approved and two will be offered in Fall 2010



# Initiative One: Increase Student Access

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**Strategies:** *Use all instructional sites effectively and offer courses in community partner sites. Promote direct articulation with high schools; target existing programs for recruitment and coordinate special outreach programs. Offer preparation courses for degree required courses.*

Additional efforts to increase student access included:

- A review of and removal of limitations on enrollment (prerequisites) from all courses where they were no longer appropriate
- Offering general education sections at the Ben Clark Training Center including a Fast Track on Friday, Saturday, and Sunday
- Two middle/early college high schools implemented in 1999 and 2005, respectively
- Outreach Office was expanded in 2009 to bolster non-traditional recruitment activities
- Discussions to enhance positive relations with K-12 took place among liaisons, faculty, and college and K-12 administration.
- Fire Technology added an articulation agreement with the ROP Fire Technology Programs of Riverside and San Bernardino Counties
- Cal Pass activities were expanded to include Moreno Valley College
- Additional Basic Skills courses were offered including paired basic skills and general education courses.

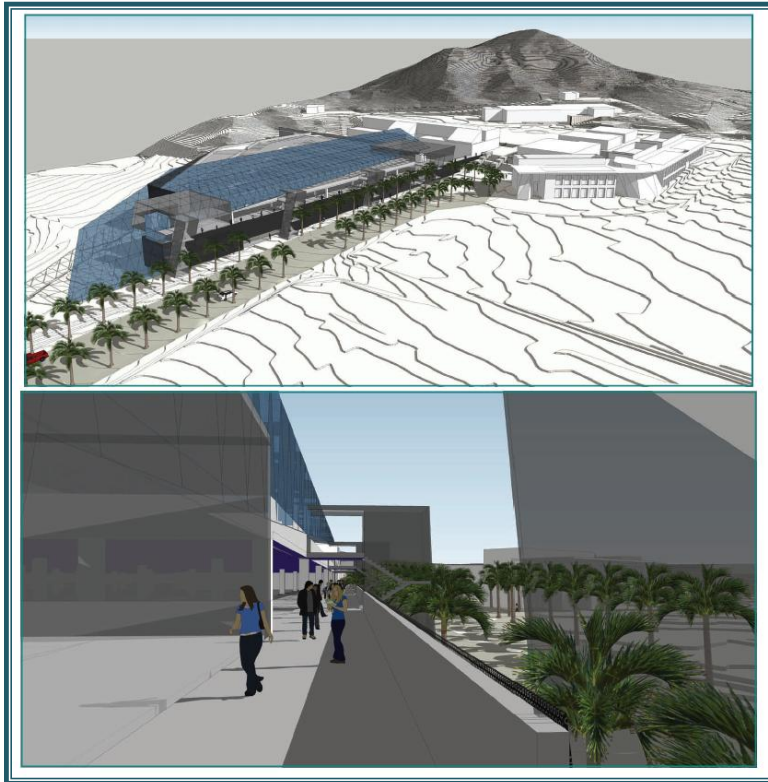


# Initiative One: Increase Student Access

## **Strategy:** *Expanding Space Available to Serve Students.*

As the campus continues to grow and with initial accreditation granted in January 2010, Moreno Valley College has significant space challenges. Instructional and student services buildings are inadequate to meet the needs of 10,000 plus students and there are a number of building plans underway. Since 2005, Moreno Valley College has obtained the following to meet its growth needs.

1. Over 10,000 square feet of modulares to provide instructional space for allied health programs.
2. The completion of a new food service facility called the Lion's Den to provide hot food and beverages with a full-time staff and kitchen.
3. The approval for a state construction bond to build the Academic/Student Services building. This three-story building will be adjacent to the Humanities building and have administrative offices, classrooms, learning resources, and a multi-purpose room.
4. The approval of a locally funded (Measure C) parking and building structure (Learning Gateway Building) that will provide 800 parking stalls and rooms for associated students, police services, faculty swing space, DSPS, and EOPS.
5. Approval to build a new March Dental Education Center at the March Airforce Base with a gift of 5 acres from the March Health Care Development Corporation.
6. Other projects in the pipeline include: (1) a three story allied health building, (2) Health Performance Center (gymnasium), and (3) an education building at the Ben Clark Training Center.

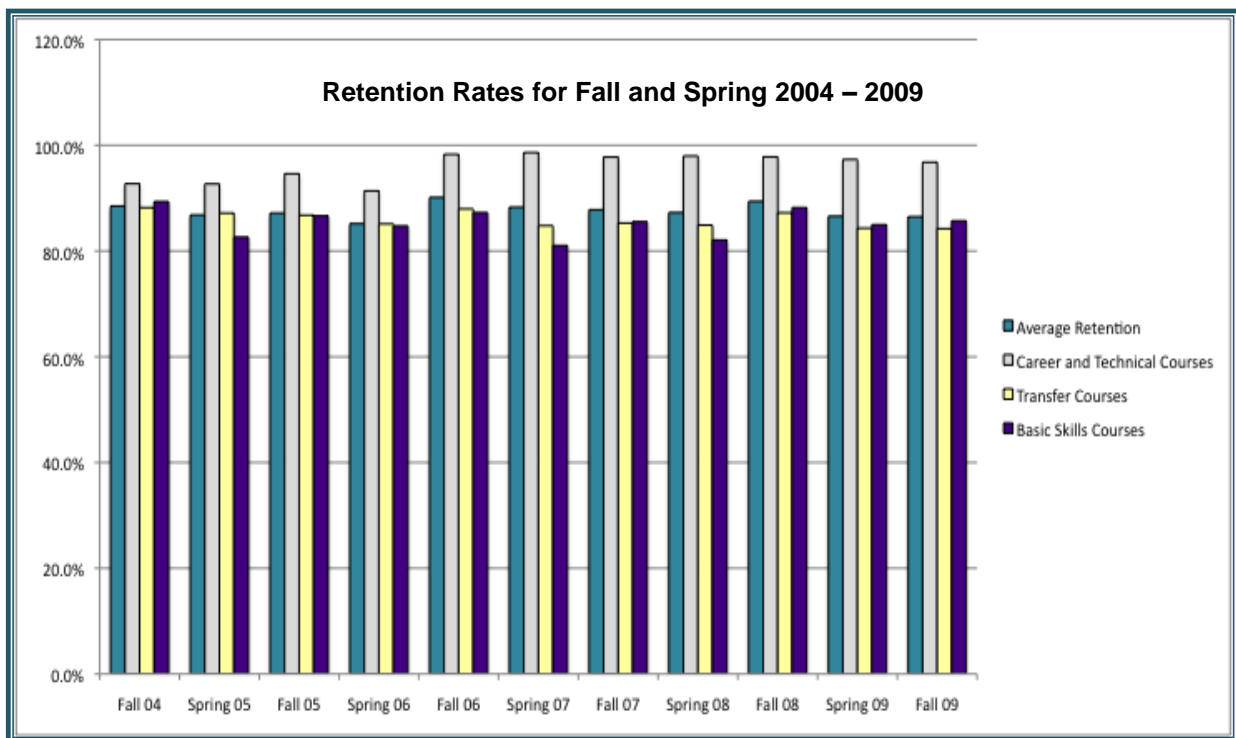


# Initiative Two: Increase Course Retention

**Original Target:** *Maintain the current course retention rate*

**Challenges:** Identifying problem areas as they occur, initiating interventions and identifying reasons students do not complete courses

**Result: Target Achieved**



Type of Course	Fall 04	Fall 05	Fall 06	Fall 07	Fall 08	Fall 09
Career and Technical Courses	92.72%	94.61%	98.29%	97.77%	97.80%	96.79%
Basic Skills Courses	89.36%	86.64%	87.26%	85.54%	88.21%	85.71%
Transfer Courses	88.2%	86.8%	88.0%	85.3%	87.2%	84.2%
Average Retention	88.5%	87.2%	90.1%	87.8%	89.4%	86.5%

# Initiative Two: Increase Course Retention

**Strategy:** *Develop and implement early intervention programs.*

The college believes that early intervention programs can assist students who might otherwise be unsuccessful. Early intervention programs began during 2005-2010 included:

- An Early Alert Program which asks faculty to identify students who are at risk and then notifies those students of support services or the need to schedule an appointment with their faculty member.
- Workshops were conducted during College Hour on Middle College/High School programs to inform faculty of the services provided to the middle and early college students and emphasize resources available to assist these students
- Online tutorial services were made available for core fire technology and law enforcement courses.
- Practice of scheduling CTE/GE Learning Communities (e.g., FIT-1/ENG-50)
- Through Title V, plans are underway to assess student-learning needs for success in the Basic Academy and to provide basic skills remediation as needed.

*The college's retention rate in Career and Technical Programs during 2008-09 was the highest in the District, at over 97%.*

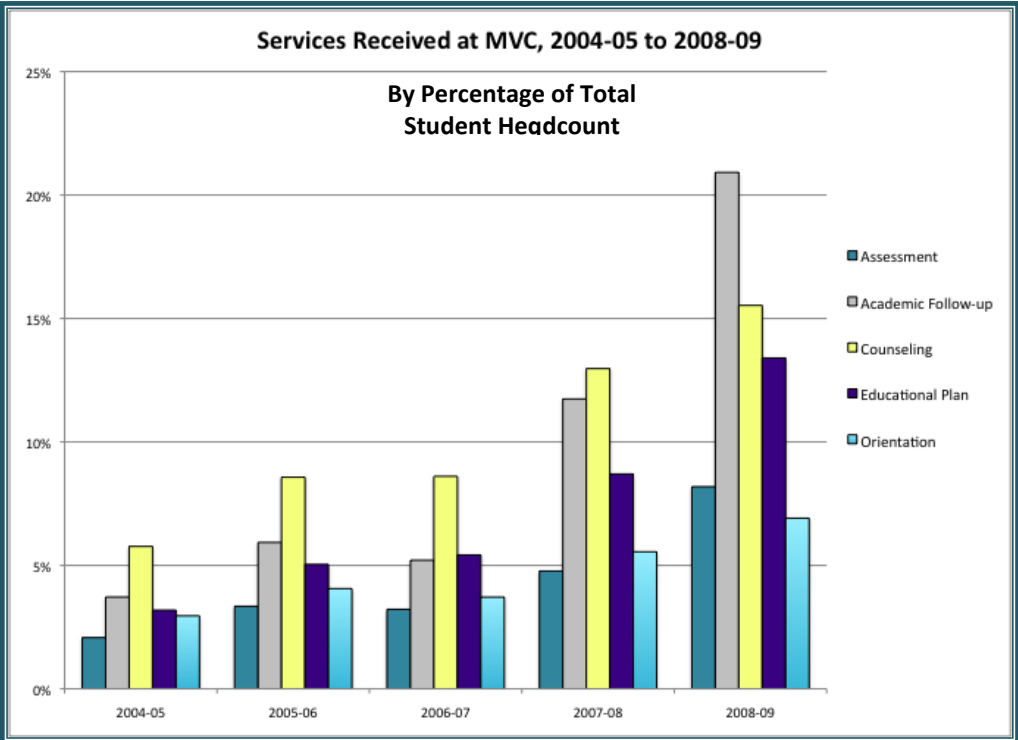
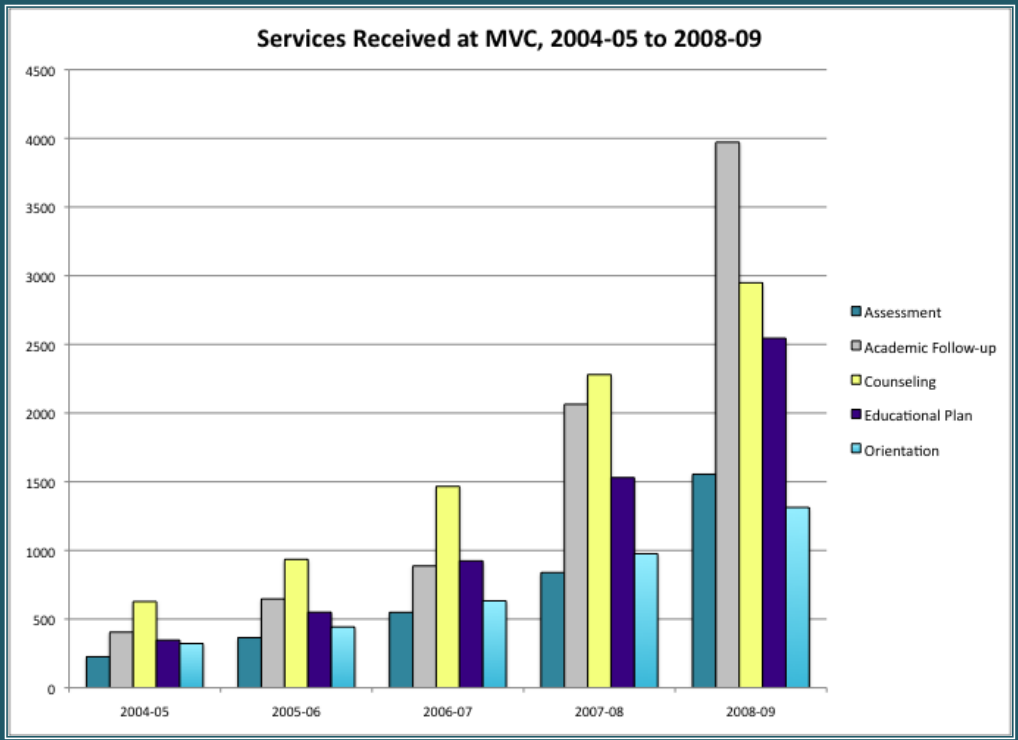
**Strategy:** *Increase mentoring programs.*

Mentoring programs were added for students in the following areas:

- Puente - promotes academic and community leadership designed to help students transfer to four-year colleges and universities. The project meets this goal through a two-semester English composition class emphasizing Latino literature; counseling; and mentoring by professional community members. Students remain with the same instructor, counselor, and mentor for the full year.
- Renaissance Scholars Program - dedicated to increase retention, graduation, transfer rates and goal achievement of African American students on the Moreno Valley College through a coordinated program of courses and an on-going support system.
- STEM – free tutoring is offered to all Science, Technology, Engineering and Math students. Special attention is given to under-represented groups, women and veterans in achieving their educational and career goals..
- Honors – offers smaller class size, which allows for a greater emphasis on critical thinking by insisting on active student participation in each class session (supported and made possible by limiting classes to 20 students), an emphasis on requiring honors students to read primary texts and not simply textbook material, an emphasis on developing writing and critical thinking skills through the assignment of at least 20 pages of formal graded written work. Objectives are to prepare students for the demands of university-level work, employing innovative teaching strategies to challenge honors students to go beyond rote learning and to discover creative or original solutions and conclusions
- Interdisciplinary Studies 880 was added as a self-paced, open-entry/open-exit course providing supervised tutoring, study skills development, and assistance in understanding college course assignments.

# Initiative Two: Increase Course Retention

**Strategy:** Increase awareness and utilization of student support services.

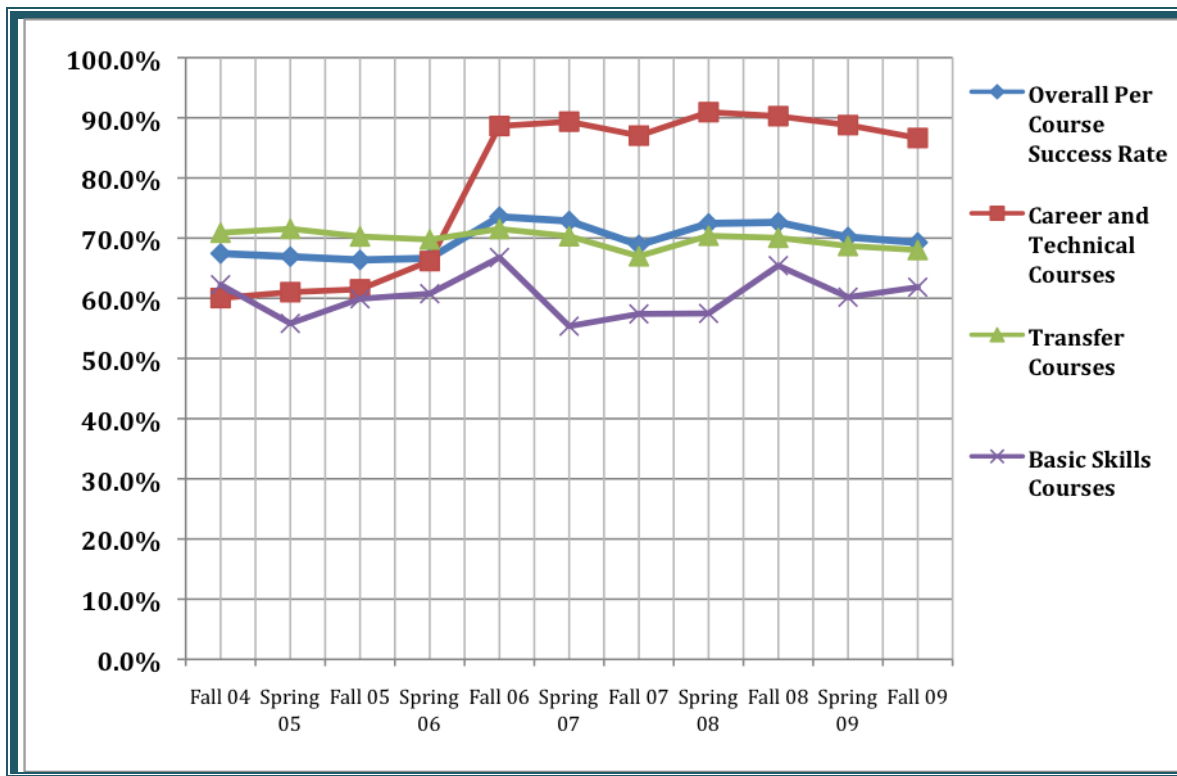


# Initiative Three: Increase Successful Course Completion

**Original Target:** Increase the successful course completion rate to 70%

**Challenges:** Identifying reasons students are not successful & comparing successful completion rates among courses taught by full-time faculty with those taught by part-time faculty

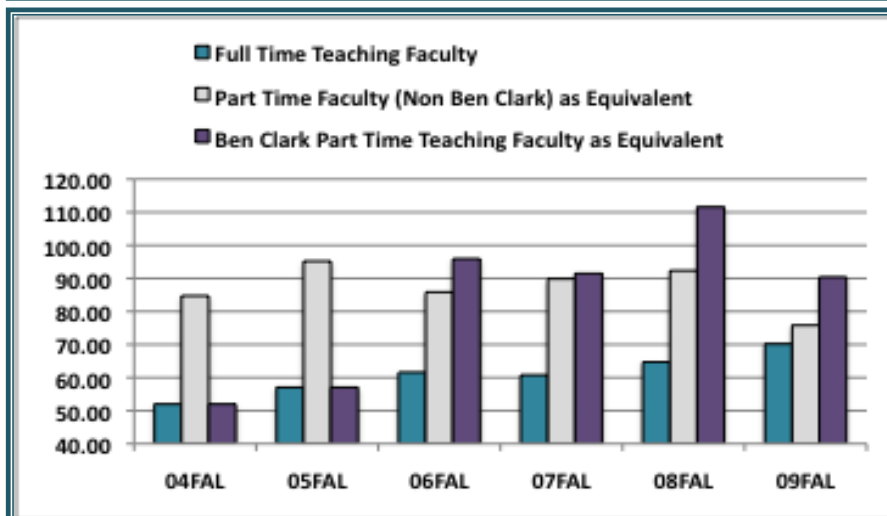
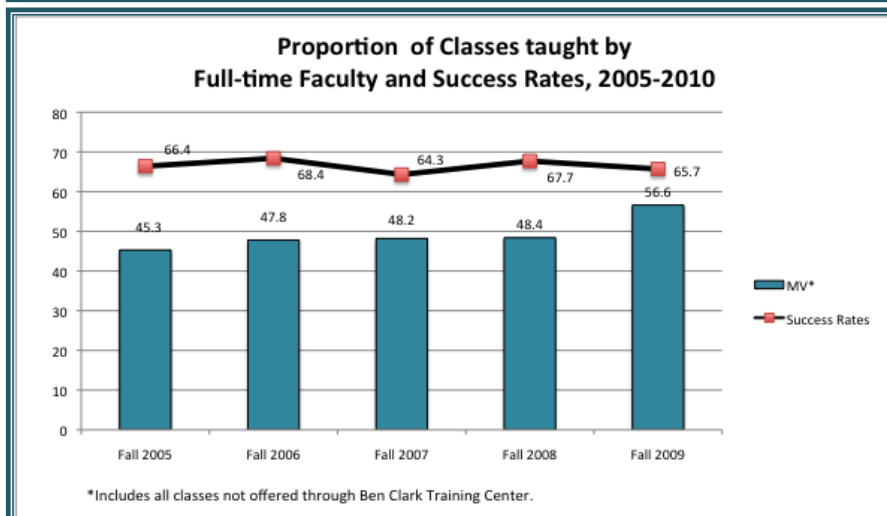
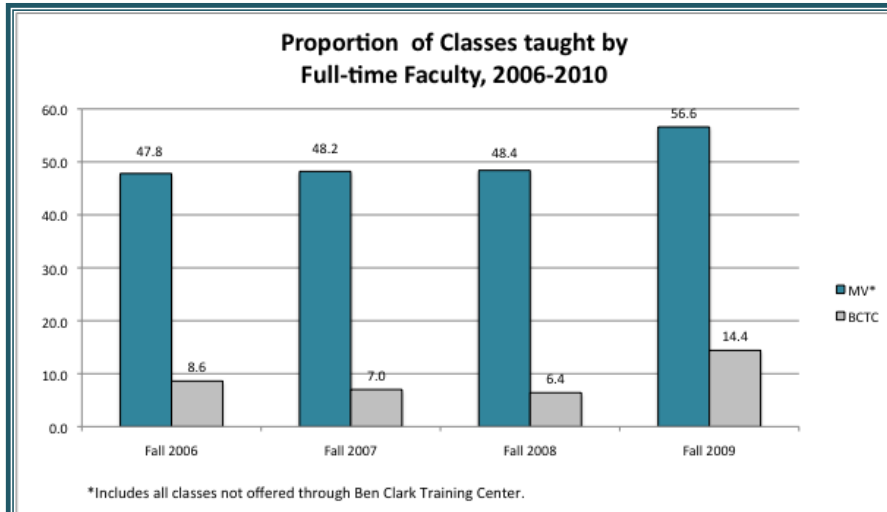
## Result: Target Achieved



	Fall 04	Spring 05	Fall 05	Spring 06	Fall 06	Spring 07	Fall 07	Spring 08	Fall 08	Spring 09	Fall 09
Overall Per Course Success Rate	67.4 %	66.9 %	66.4 %	66.7 %	73.6 %	72.8 %	68.9 %	72.4 %	72.6 %	70.2 %	69.3 %
Career and Technical Courses	60.0 %	61.0 %	61.5 %	66.2 %	88.6 %	89.4 %	87.0 %	90.9 %	90.3 %	88.8 %	86.6 %
Transfer Courses	70.9 %	71.5 %	70.3 %	69.8 %	71.5 %	70.3 %	67.0 %	70.4 %	70.1 %	68.7 %	68.0 %
Basic Skills Courses	62.3 %	55.8 %	59.9 %	60.8 %	66.8 %	55.4 %	57.4 %	57.5 %	65.4 %	60.2 %	61.8 %

# Initiative Three: Increase Successful Course Completion

**Strategy:** Increase proportion of courses taught by full-time faculty.



# Initiative Three: Increase Successful Course Completion

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**Strategy:** *Encourage faculty involvement and development in methodologies utilizing diverse learning styles which have been shown to support student success.*

An active faculty development program has flourished at Moreno Valley College for some time. In the first year of this plan professional development activities were coordinated district-wide and included the use of web based professional development resources through 4faculty.org. In 2007 a campus/college based faculty development coordinator was appointed. Numerous workshops were organized by the Faculty Development Committee. In addition, workshops, demonstrations, training sessions, and initiatives were supported through Title V, Basic Skills Initiative monies, STEM (Science, Technology, Engineering, and Math) grants, and the California Community College Collaborative (C4). The overarching themes of faculty development projects have been adapting instruction to diverse learning styles and increasing student success. Recent activities include:

- Multiple College Hour workshops on Basic Skills students by faculty teaching Basic Skills classes.
- Flex day workshops on active learning classroom strategies.
- Title V workshops on learning styles, including issues related to young people and adult learners.
- Stipends for faculty to collaborate on learning community projects.
- Basic Skills Committee meetings facilitated as forums for the discussion of pedagogical practices and student success.
- College Hour workshops about distance education practices that lead to increased student success.
- "Wake up Wednesdays," a weekly meeting at the Center for Faculty and Professional Development, during which faculty members and assessment specialists explore assessment and instruction practices.
- Flex day Supplemental Instruction (SI) workshop.
- Interdisciplinary Studies 800 non-credit course offerings. The Dean of Instruction has been effectively disseminating information to faculty about directing students to tutoring resources.
- Carl Perkins' funds for Fire Technology faculty utilized to support revision of curriculum and development of SLOs.
- Eight student success workshops were conducted with the use of Perkins's funds.
- Fire Technology trained ten faculty monitors in the use of Blackboard, the benefits of learning communities, and paired courses with a basic skills emphasis
- The One Book/One College program has been funded through Basic Skills Initiative monies.. The aim of the program is to encourage students to see the relevance of various college courses to their lives and ultimately to increase student retention and success.
- Two "Women in Science" presentations by University of Irvine graduate students were given.
- A Faculty Assessment Coordinator position was created and filled in spring of 2010.

Distance Education is another major area of focus. In 2008-2009, 149 online and hybrid sections were offered through the Moreno Valley campus. Having class content online incorporates diverse learning styles by allowing students to view material at their own pace. In addition, placing practice and review material online addresses the needs of students who process information in different ways. A staff person from Open Campus is at the college one day a week at the Center for Faculty and Professional Development. Faculty can make an appointment or drop by for help and advice.

Another step with the potential to impact student success significantly is the establishment of a College Assessment Committee in spring of 2010. The Committee is initiating a process of providing feedback to faculty about their Student Learning Outcome (SLO) assessment projects. Dialogues about teaching practices and outcomes will have a positive effective on student success.

# Initiative Three: Increase Successful Course Completion

**Strategy:** *Provide instruction using diverse learning styles.*

The diversity of students at Moreno Valley College is paralleled by a range of learning styles. Moreno Valley faculty incorporate a range of teaching practices that address the multiple learning styles of students. Lecturing is still an integral component of instruction with students expected to be actively listening and taking notes. Auditory learning is an essential skill that transfer students will need. Many faculty members have adopted practices to meet the needs of different learning styles: visual; tactile/ kinesthetic; and sociological. Below are examples of practices designed to engage the multiple ways students learn:

- Nearly every classroom has a computer with Internet access and a ceiling mounted projector. Many faculty members utilize this equipment for PowerPoint presentations. In addition, access to the Internet allows for the utilization of online video and multimedia presentations. For example, the geography professor uses animations of tornados from education sites as well as local news footage of tornados on YouTube. Almost all classrooms have televisions with VCR and DVD players. History instructors use documentary and Hollywood films to provide students with insights to historical eras and issues. Science instructors use educational videos so that information about scientific topics is provided to students in more than one way.
- Addressing sociological learning styles seeks to balance individual and group work. The reading professors on campus incorporate group work into classroom vocabulary and comprehension activities. English instructors are using peer review in which students critique each other's writing as well as provide help and suggestions. The part-time geography instructor at the Ben Clark Training Center has students work in groups outside of class on research projects. The students present as a group. The economics professor has a number of simulation exercises in which groups compete against each other. The humanities instructor uses a scratch-off self-assessment tool that students work on in groups to review for quizzes and exams in a way that allows students to help and teach each other.
- Group work often, but not always, involves tactile/kinesthetic learning. Most people can learn with hands-on activities, but some gain more from it than others. Some students show significant increase in the retention of information when they are given the opportunity to "do" something. The philosophy professor has selected students arrange chairs in two circles. The inner circle is responsible for presenting topics from the readings. Students in the outer circle are responsible for asking questions. After a certain amount of time, inner and outer circle students switch places. The anthropology professor has students carry out social observation assignments in order for students to gain insight into the processes of social analysis.
- Supplemental instruction (SI) projects are currently being developed and implemented in the physical sciences and mathematics disciplines. Supplemental instruction incorporates auditory, visual, tactile, and sociological learning styles. SI is student focused and student directed active learning outside of the classroom. SI leaders are trained not to provide students with answers, but to elicit and coach students through the processes of learning.
- Distance education allows for the addressing of different learning styles. In 2008-2009, 149 online and hybrid sections were offered through the Moreno Valley Campus. Having class content online incorporates diverse learning styles by allowing students to read and hear material at their own pace. In addition, placing practice and review material online addresses the needs of students who learn through repetition.



# Initiative Three: Increase Successful Course Completion

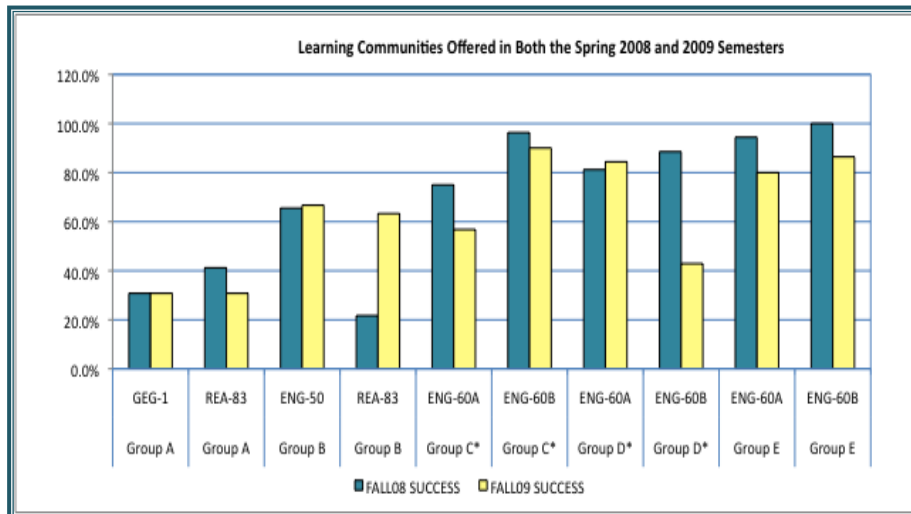
## Strategy: Develop Learning Communities and Increase Student Utilization of Learning Communities

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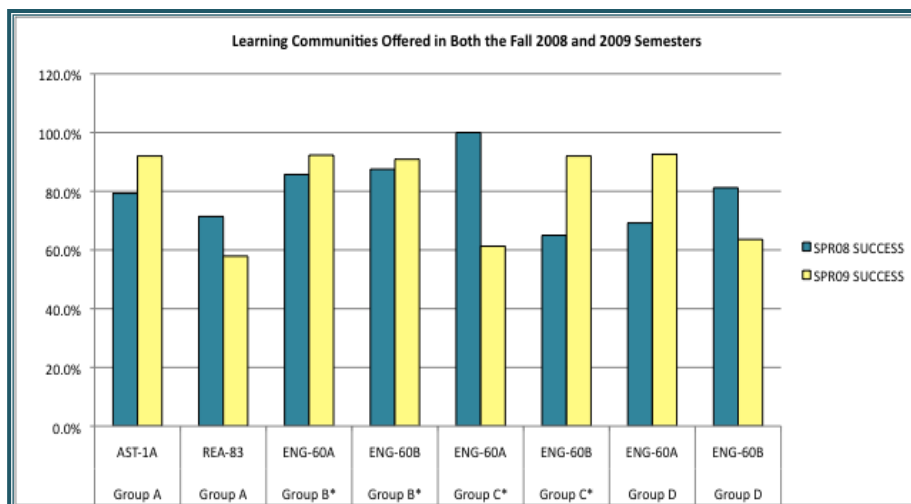
During the past five years Moreno Valley College has explored numerous opportunities for the development of learning communities. Faculty who teach in the basic skills disciplines of English, Reading, ESL, Guidance and Mathematics met with interested faculty in general education and career technical education disciplines to develop paired offerings of basic skills and non-basic skills sections. The learning communities require concurrent enrollment in both sections that are scheduled to permit optimal student participation in both in-class and outside the classroom activities. The faculty learning community teams developed integrated syllabi and assignments for their classes in the following areas:

- English with Fire Technology
- English with Reading
- English with Library Skills
- Reading with Psychology
- Reading with Geography
- Arithmetic with College Success Strategies
- Intermediate Algebra with Chemistry

Other areas still under exploration include ESL with Early Childhood Education and English with Spanish.



The chart shows the success rates of Learning Communities offered in both the Spring 08 and Spring 09 semesters. Four groups forming Learning Communities were offered in subsequent year semesters. Groups with an asterisk (\*) refer to those combining a Guidance course. For example, Group B\*, ENG-60A and ENG-60B were combined with a Guidance course (GUI-45).



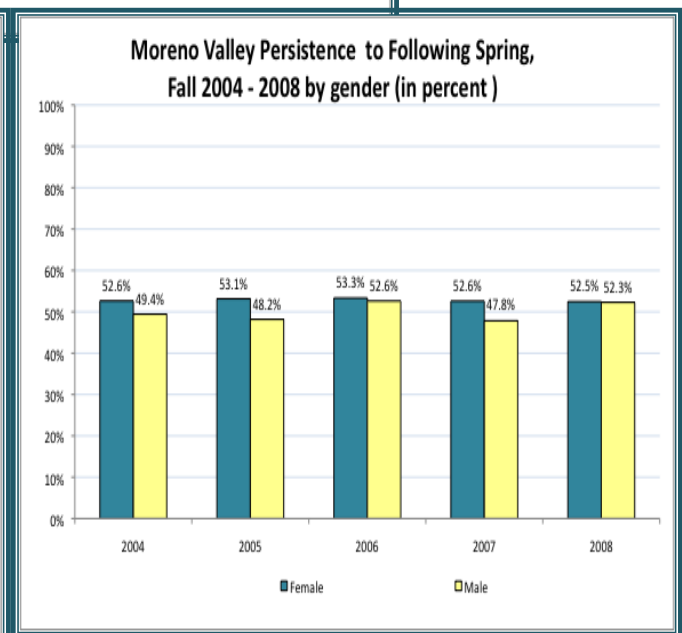
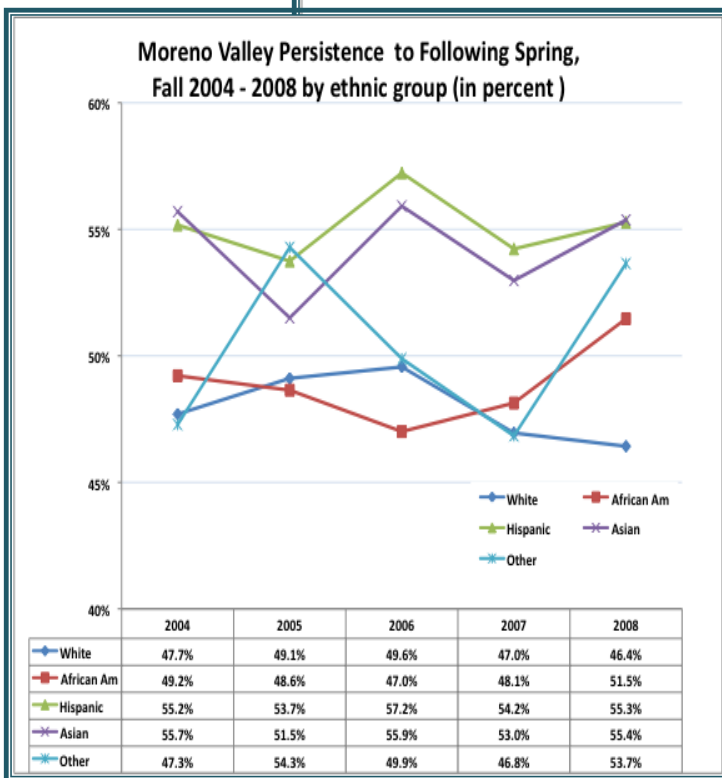
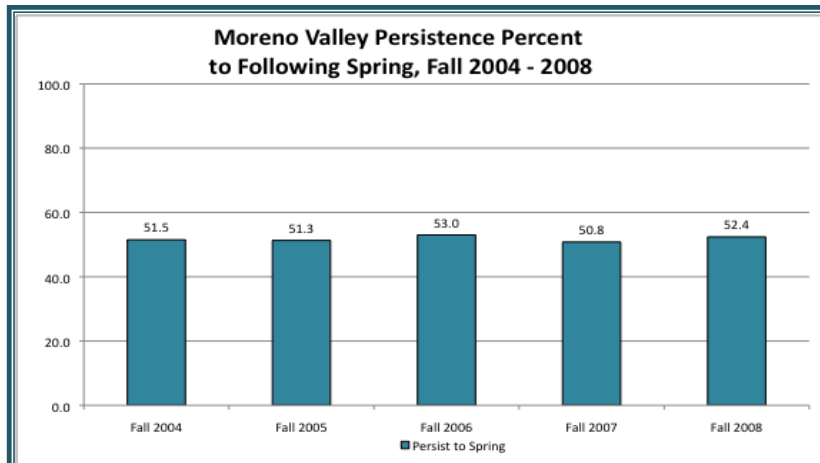
This chart shows the success rates of groups of Learning Communities that were offered in both the Fall 08 and Fall 09 semesters. Success rates = the number of students with grades (A, B, C, CR, or P) divided by all grades (A, B, C, D, F, W, CR, NC or P).

# Initiative Four: Student Persistence

**Original Target:** Increase persistence rates\* for each subgroup by 1%

**Challenges:** Identifying reasons students do not return for subsequent terms to complete programs.  
Identifying students who consider their experience as successful even when they do not persist

## Result: Target Amended



\*Persistence is defined as students continuing to enroll in the subsequent semester.

# Initiative Four: Student Persistence

## **Strategy: Survey sample of students who do not persist.**

All efforts to survey students who do not persist using the mail and online surveys have not yielded useful data.

## **Strategy: Identify barriers and implement plans to remove those barriers. Recognize and promote best practices to increase persistence.**

In an effort to reduce barriers to persistence from one semester to the next, plans are being made through Title V funds to implement a part-time fire academy and to identify applicants who are at risk due to their lack of basic skills. Additional Guidance 45, 46 and 48 sections have been added and some of these are offered through non-traditional scheduling. Library 1 is offered as a short-term course. Math 90 modules now have a self-paced option for basic arithmetic and are open entry / open exit. Fast Track (eight-week paired sections) of English 60A/60B and weekend general education sections at the Ben Clark Training Center have been added to the curriculum.

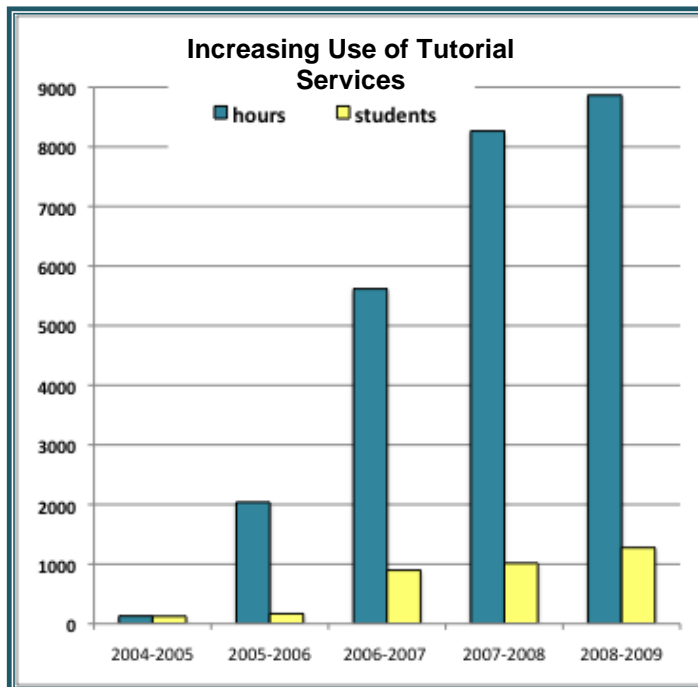
Short-term course sections are available, including Music 19, Computer Information Systems (CIS) 72A/B (Web Design), and CIS-98A (Excel).

Learning communities encourage the building of relationships and have been shown to encourage retention and persistence.

Hybrid courses make attendance easier for students which challenging schedules.

At monthly department meetings, instructors are encouraged to engage in roundtable "Best Practices" discussion with each other and these comments are put in a monthly newsletter delivered electronically to participating faculty.

## **Strategy: Expand Tutorial Services.**



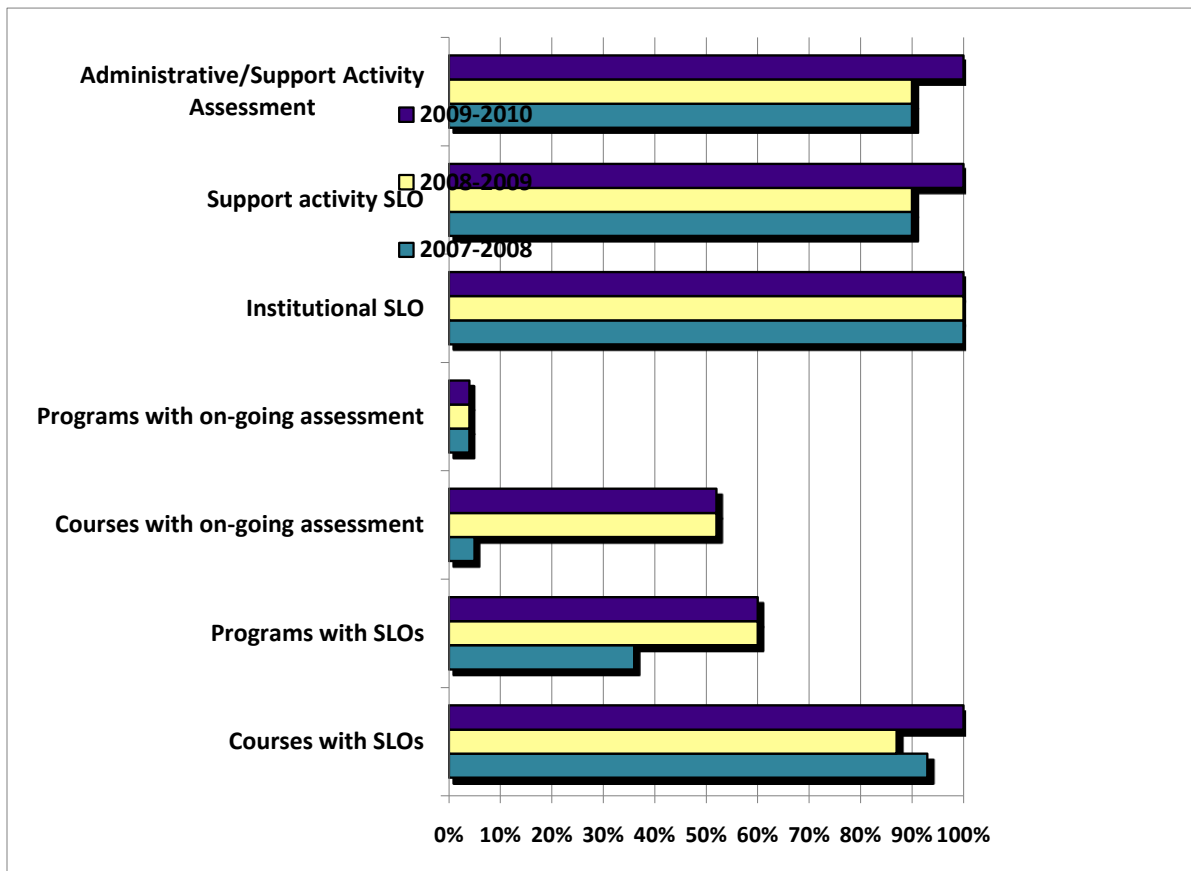
# Initiative Five: Improve Student Learning Outcomes

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**Original Target:** To develop a mechanism for measuring the attainment of desired student learning outcomes  
 To collect and analyze data regarding attainment of student learning outcomes

**Challenges:** Ensuring that all Course Outlines of Record and instructional programs have measurable student learning outcomes. Developing mechanisms to assess student and faculty perceptions on attainment of student learning outcomes. Analyzing and making recommendations based on analysis of data regarding student learning outcomes.

## Result: Steady Progress



# Initiative Five: Improve Student Learning Outcomes

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## ***Strategy: Require faculty participation in faculty development workshops and program review.***

According to the faculty contract, full-time faculty are now expected to participate in student learning outcomes assessment as part of their professional expectations. Additionally 18 hours of professional development activities are required of all full-time faculty. In recent years, at least 6 of those hours have been scheduled activities required of all full-time faculty. New Faculty are all required to participate in a full day of orientation activities in addition to the 18-hour obligation. Each discipline is required to submit an annual instructional program review and an every four-year comprehensive program review that includes detailed curriculum updates if appropriate. Each discipline also submits an annual assessment report detailing the assessment activities of its members. Assessment results are used to inform program review when applicable.

## ***Strategy: Initiate follow-up studies to measure success of course completers and program graduates.***

Student exit interviews and employer surveys are conducted to measure the satisfaction of the graduates whose employment rates in the Physician Assistant, Dental Hygiene, Dental Assistant, and Emergency Medical Services Programs are well above 95%. Efforts are also underway through the existing student professional associations to initiate alumni associations for all allied health programs. Plans have been developed through the Title V grant to conduct follow-up with Basic Academy Law Enforcement graduates who transition into the workforce to measure success rates.

# Initiative Five: Improve Student Learning Outcomes

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***Strategy: Assist faculty in clearly articulating desired student learning outcomes. Refine student learning outcomes at course, degree, and program levels. Encourage utilization of wide variety of measures to evaluate attainment of student learning objectives to accommodate students with diverse learning styles.***

The college began to define and refine Student Learning Outcomes in 2001 and since that time most disciplines have reexamined and updated or refined their outcomes at least twice. To support and inform these activities:

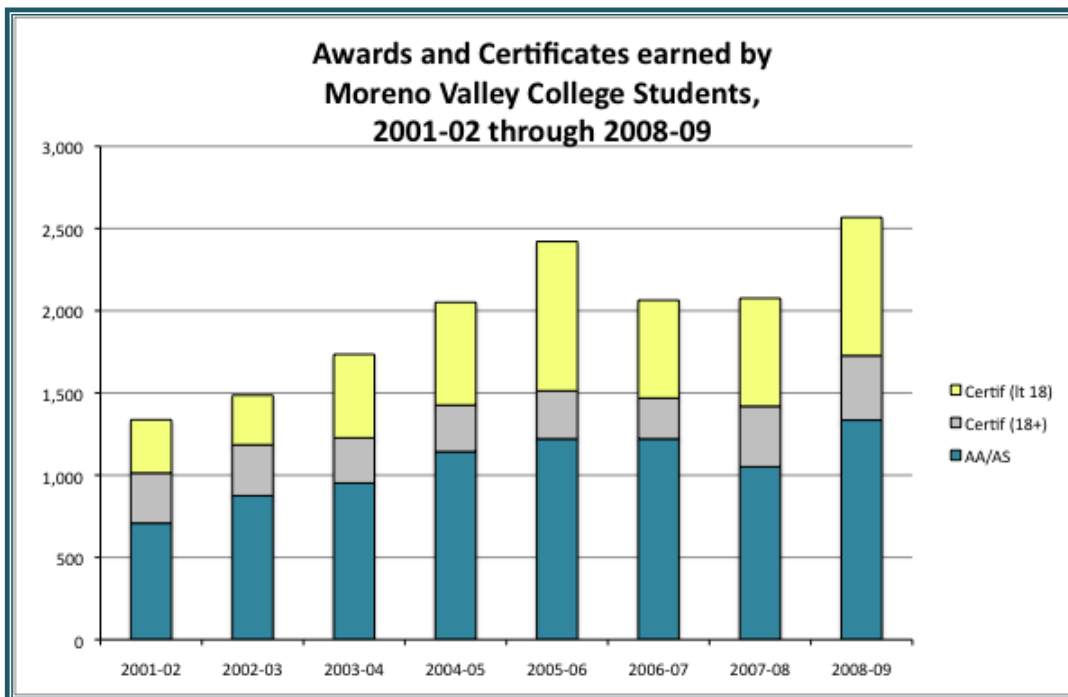
- A College Assessment Committee was established and was made a standing committee of the Academic Senate.
- An Office for Institutional Research and Assessment was created.
- Student Learning Outcome and Assessment overview presentations were given at department meetings.
- The College Assessment Committee "Drop-in" hours were identified for faculty to discuss assessment and/or research with the Outcomes Assessment Specialist.
- "Wake-Up Wednesdays" provide a weekly 8:00 – 9:00 a.m. forum for faculty inquiries about SLOs and assessment.
- "Assessment Guidelines and Resources on Assessment" were made available to include examples of comprehensive assessment strategies at community colleges through references in current literature.
- Listing expected outcomes in course syllabi is required and posting course syllabi on faculty/course websites is increasingly common.
- Discussion of SLO assessment activities is included as part of instructional review for both full-time and part-time faculty.
- The value of SLOs was promoted through workshop presentations
- August Back-to-College flex days and New Faculty Orientations address SLOs.
- Administration of Justice faculty have reviewed all assessment processes for the ADJ Law Enforcement curriculum and used the data to improve student learning.
- Part-time faculty have been involved in assessment by using electronic resources to teach their courses and capture information and data to improve teaching to meet students' needs.
- Fire Technology has conducted monthly department meetings and an annual workshop to discuss programmatic outcomes to set strategic program goals for the academic year.
- Evidence was provided of the benefits to students and the colleges of why a variety of measurements is preferable.
- Faculty members were provided guidance in creating alternative measures.
- Templates were provided for faculty members to use in online format or narratives to explain what, how and why SLOs are used.
- A website for Institutional Research and Effectiveness was established to show the history of course and program level SLOs.
- An "action verb list" was provided to help develop language about SLOs.

# Initiative Six: Increase the Number of Awards, Certificates and Transfers

**Original Target:** To increase rates for completion of certificates, degrees and transfers by 1% per year

**Challenges:** Developing mechanisms to assist students in clearly identifying their educational goals. Providing services to support students as they work towards attaining their goals. Advising students of alternate options when initial goals are no longer viable or desired.

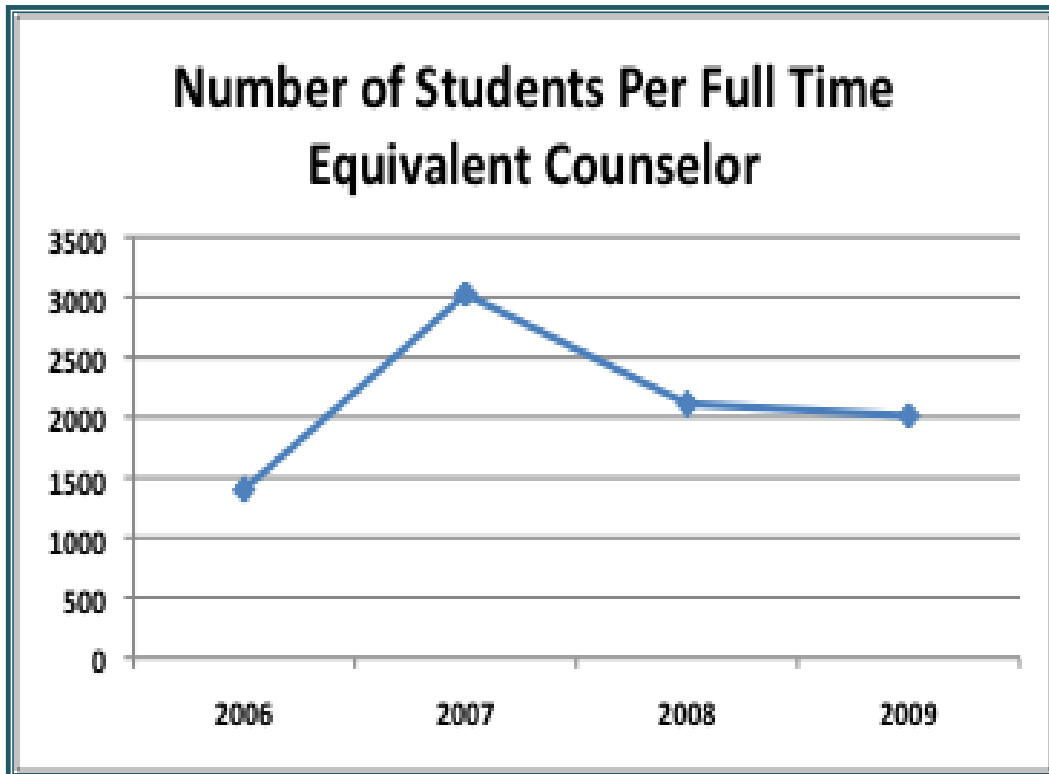
**Result: Steady Progress**



# Initiative Six: Increase the Number of Awards, Certificates and Transfers

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*Strategy: Increase the number of counselors for students.*





# Initiative Six: Increase the Number of Awards, Certificates and Transfers

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***Strategy: Work with Student Services to identify “automatic” completers and assist to file for degree/certificate.***

Career and technical education (CTE) programs, especially those in Health, Human, and Public Services and Public Safety Education Training, and some in Business Information and Technology Systems (Gaming) usually have a capstone course. During this course, students complete applications for degrees or certificates. To ensure that all Basic Academy completers obtain their certificates, a process has been implemented to ensure students submit applications on the conclusion of the Academy by filing online via the Ben Clark Training Center Assessment/Resource Center.

***Strategy: Develop articulation agreements with four-year schools to promote transfer.***

Plans are underway for a:

- Joint Clinical Laboratory Technician and joint Health Information Technician curricula with Loma Linda University
- Joint Biomedical Technology Program with UCR
- Human Services Programs collaboration between Moreno Valley College and Cal State San Bernardino

Each of these activities is being carried out with a four-year university, allowing for the transfer institution to provide input in curriculum design, the facilitation of transferability, and the possibility of concurrent enrollment. Additional programs were developed and exist in:

- Physician Assistant Program with Loma Linda University and Cal State University Dominguez Hills;
- Human Services Program with La Sierra University and Cal State University San Bernardino;
- Public Safety Education with Brandman University

***Strategy: Financial assistance for students continuing past RCCD.***

In 2009-10, by means of a Song Brown grant, the Physician Assistant Program in collaboration with the Department of Mental Health of the Riverside County Regional Medical Center provided fellowships for some of the P.A. Program graduates to pursue post-graduate studies in psychiatry and mental health.

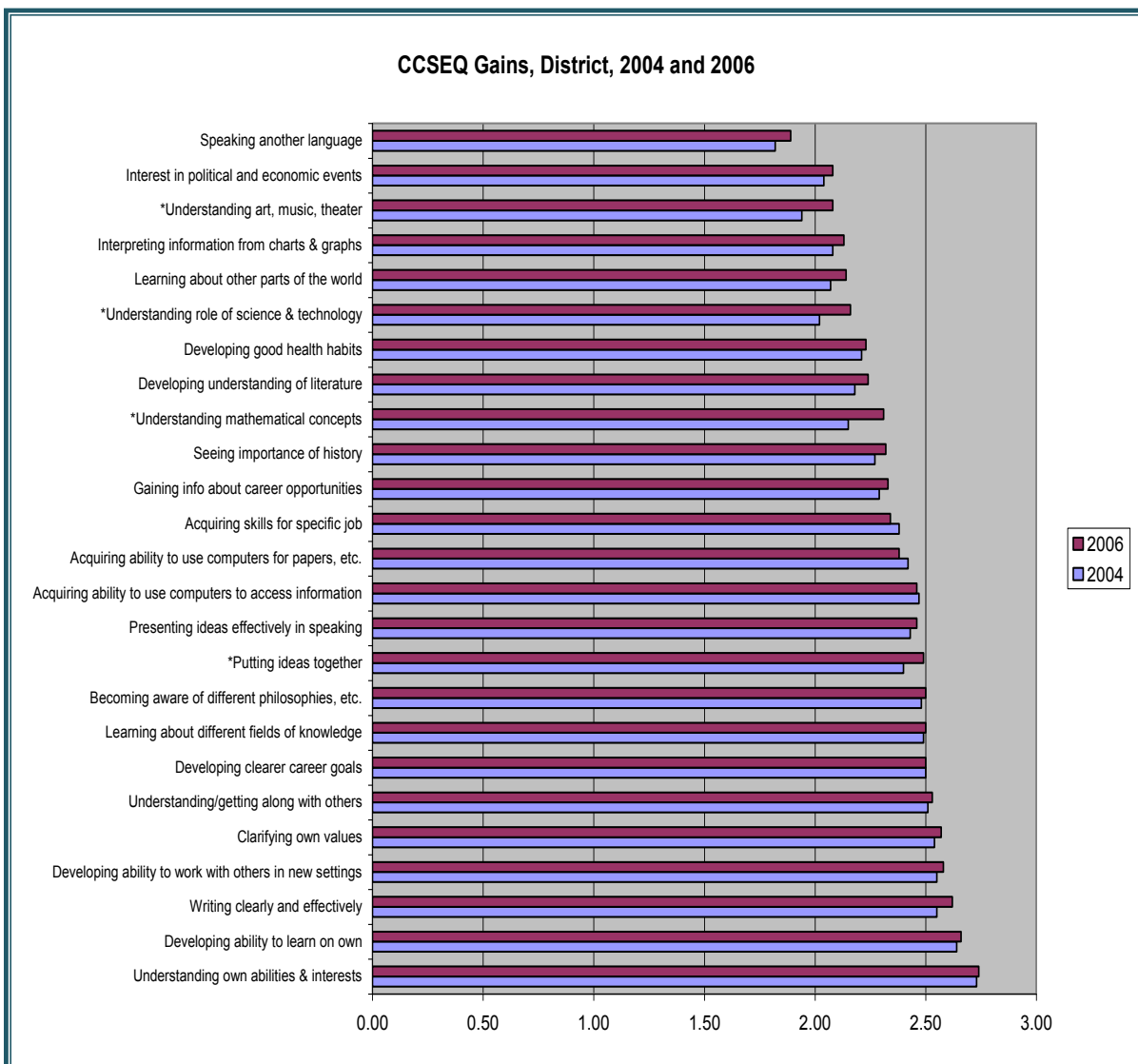
# Initiative Seven: Improve the Quality of the Student Experience

**Original Target:** To increase student appraised satisfaction average on the Community College Student Experience Questionnaire (CCSEQ) from 2.5 to 3.0

**Challenges:** Identifying and analyzing specific data for Moreno Valley

**Result: Target Amended**

Riverside Community College District distributed the CCSEQ survey in 2004 and 2006. While the survey was understood by many to focus on the student experience this was interpreted to mean satisfaction rather than learning experiences. Survey results were analyzed around learning gains while at RCCD (at that time Moreno Valley was a campus in the single college district). As can be seen below learning gains did increase from 2004-2006 - a positive result.

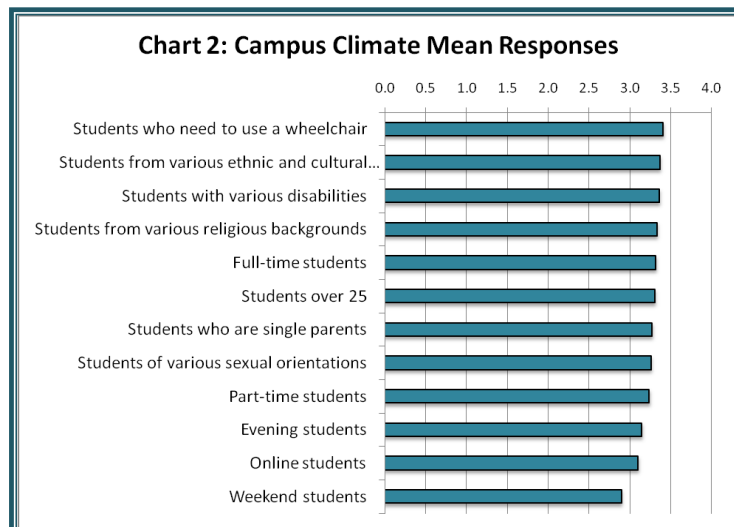
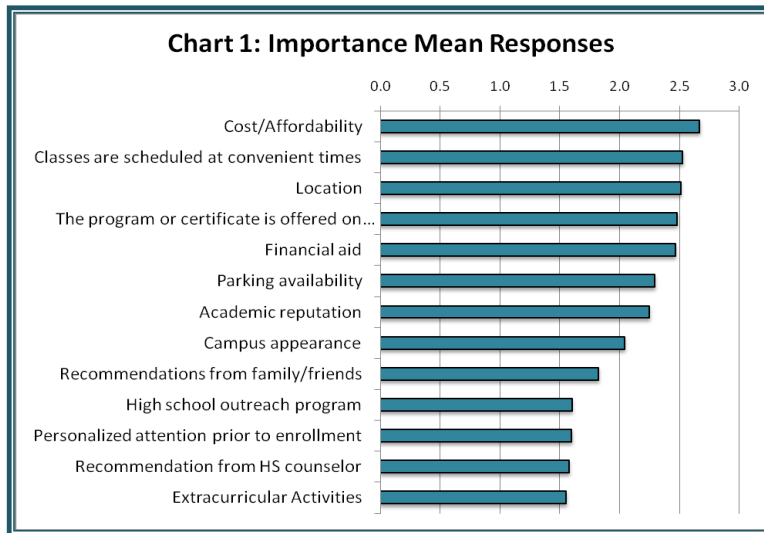


# Initiative Seven: Improve the Quality of the Student Experience

**Strategy: Review and analyze student surveys for Moreno Valley students and initiate plans to meet identified student concerns.**

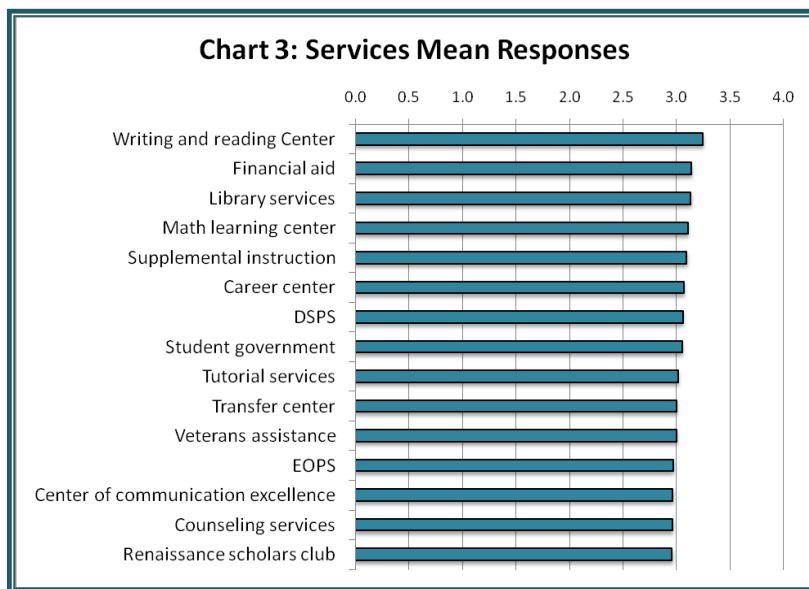
In spring 2010 a Student Satisfaction Survey was distributed with the following result.

<b>African American</b>	85	13%
<b>Asian/Pacific Islanders</b>	73	11%
<b>Hispanic/Latino</b>	262	41%
<b>White</b>	159	25%
<b>Other/Unknown</b>	61	10%



# Initiative Seven: Improve the Quality of the Student Experience

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**Table 3: Student agreement with various aspects of the college**

	mean
I would prefer to have healthier food options	3.374
There are convenient ways of paying registration fees	3.279
I would choose to attend this college again	3.265
I would prefer that the campus allow more vendors	3.262
The application process is user friendly	3.244
The campus is generally a safe place	3.203
WebAdvisor is user friendly	3.199
I get the help that I need at the Academic Support Lab	3.152
The staff where I took my placement exam are helpful	3.127
Campus buildings are well maintained	3.123
Instructors are usually available outside of class	3.113
Campus Police staff respond quickly in emergencies	3.110
Personnel in the Financial Aid Office are helpful	3.108
Bookstore staff are helpful	3.096
Instructors care about my progress in their courses	3.066
Admissions staff are knowledgeable	3.037
Campus restrooms are well maintained	3.025
Procedures re: course selection/registration are clear and well-publicized	3.022
The counselor who I met with was helpful	3.020
The assessment process accurately placed me	2.981
The registration staff are helpful	2.969
I feel safe in the parking lots during evening class hours	2.959
The college promotes environmental responsibility	2.859
There are a sufficient number of study areas on campus	2.833
Places to buy food are open at convenient times	2.792
There is sufficient parking to meet student needs	2.414

# Initiative Seven: Improve the Quality of the Student Experience

**Strategy:** *Include student representatives on program and occupational advisory committees.*

Several program and occupational advisory committees now include a student representative.

- Students in the Dental Assisting, Dental Hygiene, Physician Assistant, and Emergency Medical Services Programs have student representatives on their advisory committees. In addition, these programs have formed student professional associations that have participated in professional competitions and attended national meetings. As a requirement of the respective agencies, all students in these programs provide exit interviews, the results of which assist in improving the quality of the student experience.
- Student representatives serve on the Fire Technology Advisory Committee.
- The Fire Technology Program employs one to two students to serve as liaisons/monitors to existing students.

**Strategy:** *Involve program alumni as mentors.*

Mentor programs now exist in the following areas:

- The MVC nationally accredited programs (PA, DH, EMS) have attracted their alumni to serve as part-time instructors. Fire Technology also employs alumni as instructors.
- Dental Hygiene students serve as mentors to the Dental Assistant students.
- Paramedic students serve as mentors to the Emergency Medical Technician students.
- Second-year Physician Assistant students serve as mentors to first-year PA students.
- Ongoing collaboration exists with Physician Assistant and Dental Hygiene students.

**Strategy:** *Encourage community partnerships with local business and professional organizations to sponsor and support student learning activities.*

Student scholarships in allied health have been sponsored by the following community and professional organizations:

- Partnership with Riverside County: \$100,000, 2008 – 2010
- Partnership with the Moreno Valley Hospital Foundation: \$50,000, 2009
- Partnership with Kaiser Permanente Hospital: \$25,000, 2009. \$20,000, 2010.
- Partnership with Tri-County Dental Association: \$80,000, per year since 2004
- Partnership with Riverside Community Health Foundation: \$200,000, 2009
- Contributions to improve the Dental Hygiene Program by equipping its clinic and subsidizing its service to the community:

A gift of 10 acres of land on which to build the new Dental Sciences Building was made possible by the March Healthcare Development Board, and will provide an expansion of the current clinical teaching site. The Fire Technology Program works directly with the Riverside County Fire Chiefs Association, which has donated equipment and materials to program and helped shape the degree pattern and transfer/bachelor's degree programs. The Fire Technology Club was established in 2009 to provide social network for prospective firefighters as well as an outlet for benevolent activities and fundraising. College administrators also participate on various community boards and organizations.

# Initiative Eight: Develop a Comprehensive Enrollment Management Plan

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**Original Target:** *To review and refine the existing Moreno Valley Campus Master Plan to promote attainment of the goals for all the strategic initiatives*

**Challenges:** To be responsive to the communities we serve

## Result: Target Achieved

The Long Range Educational and Facilities Master Plan was completed by the Maas Companies in 2007, focusing on the link between academic and facilities planning. It examined program review documents and enrollment trend data that show what types of buildings need to be built to accommodate growth patterns in programs over the next several years. It also laid out suggested building placement as well as patterns for campus build-out.

<http://www.rcc.edu/morenovalley/accreditation/files/MorenoValleyMP.pdf>

**Strategies:** *Use the strategic planning process as the primary mechanism to ensure a cooperative and collaborative effort among all members of the college community. And, involve faculty, staff, and administrators, as well as Student Services representatives, in strategic planning and enrollment decisions.*

**Principles and Guidelines of Enrollment Management:** During the spring semester of 2010, Chancellor Gregory Gray convened a committee to draft a set of principles to guide enrollment management. Two members of the Moreno Valley College community sat on that committee, the Vice President of Academic Affairs, and a member of the Moreno Valley College Curriculum Committee. While that committee completed a draft of principles and guidelines for enrollment management relevant to both the district and the colleges, reproduced here are the guiding principles relevant to Moreno Valley College. In light of the recent accreditation of Moreno Valley as a college, and in view of accreditation standard IV.B.3.a, decision-making regarding enrollment management should devolve to the colleges to the greatest extent possible. The general principles that guide enrollment decision-making include the mission of the college, quality of instruction, academic and programmatic priorities, a balanced curriculum, and meaningful shared governance in the planning, adoption and execution of enrollment policies.

Academic concerns must drive enrollment decisions according to the principles delineated above and bulleted below:

- Mission alignment
- Balanced curriculum (basic skills/CTE/ Transfer)
- Quality of instruction
- Consultation with faculty
- Comprehensive offerings

The goal of a comprehensive enrollment management plan is always to serve the academic needs of students. To that end, the following principles for enrollment management at the college level ought to be considered.

# Initiative Eight: Develop a Comprehensive Enrollment Management Plan

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## Principles for Enrollment Management:

- Offer a college-specific appropriate balance of Basic Skills, CTE and transferable courses.
- Offer a schedule consistent with budget resources, including cautious use of financial reserves.
- Offer a mix of offerings in each category of courses by time of day (morning, afternoon, evening, weekend, distance education) that corresponds to student demand and student demographics.
- Monitor and shift class sections annually to respond to student need.
- Develop more dialogue between counseling, instructional faculty, and administrators so that each group better understands student need.
- Instill in students the need to organize academic schedules more strategically (i.e., develop basic skills before taking classes that require them).
- Schedule sequential courses (especially in basic skills) so that students can enroll in sequences within sequential terms.
- Build the schedule based primarily on student academic need.
- Work with counselors to better understand the way classes in different departments contribute to similar educational goals (i.e., general education courses that meet similar transfer needs but are offered in different departments).

To conclude, the college must assume as much decision making authority over enrollment management as possible, and academic priorities set by college faculty in collaboration with college instructional administrators ought to drive the enrollment process, according to the principles outlined above.

# Initiative Eight: Develop a Comprehensive Enrollment Management Plan

*Strategy: Increase the hiring of full-time faculty, counselors, and all categories of student support service personnel.*

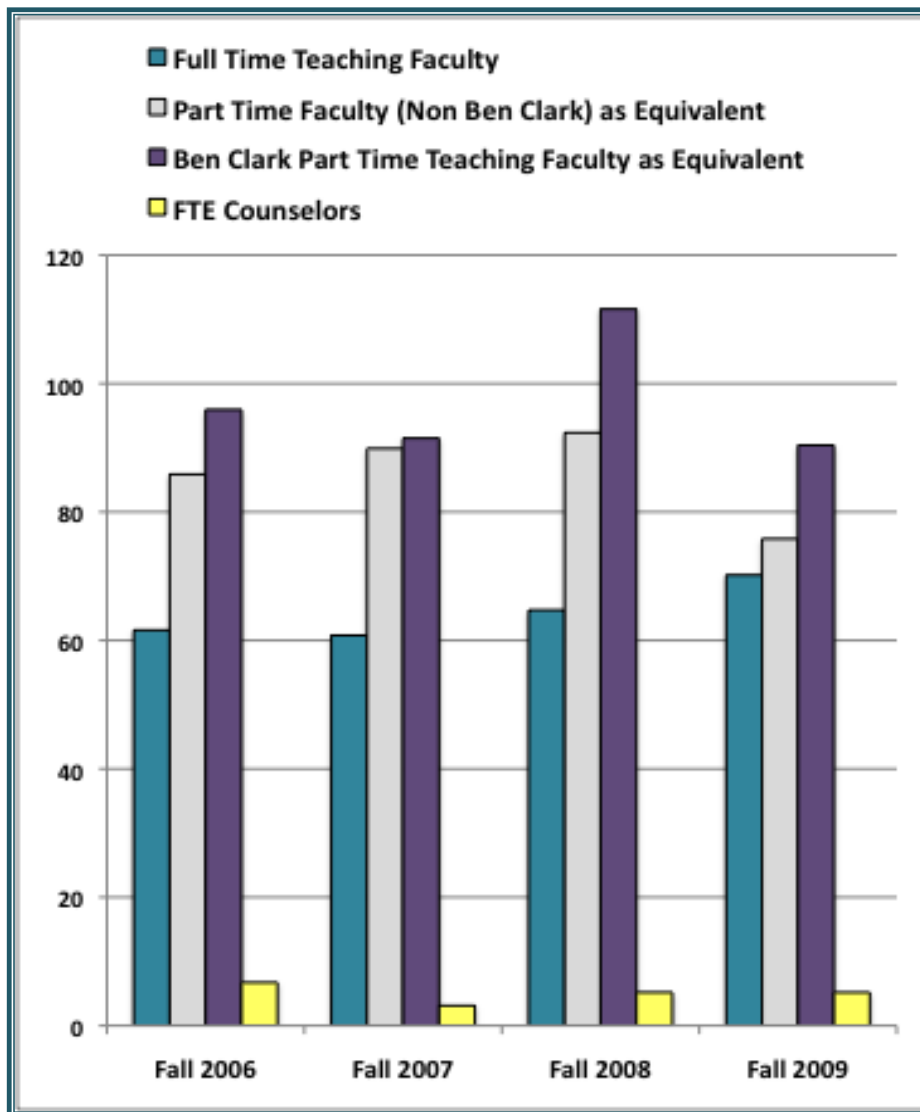




Exhibit B:

Moreno Valley College Integrated Strategic Plan 2010 – 2015

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MORENO VALLEY COLLEGE INTEGRATED STRATEGIC PLAN 2010-2015

College Goal 1: ACADEMIC GOAL: Strengthen and Expand Moreno Valley College Academic Programs to increase Student Success and achieve State and National Prominence in General Education, Allied Health, Public Safety Programs and Pre-collegiate education.

Strategies	Assessment	Measurement	Outcome
Increase faculty involvement and their ability to work toward the academic mission while increasing the ratio of full time to part time faculty.	Number of faculty participating in the implementation of SLOS. Number of FT hires over the next five years.	By 2012 all PT and FT faculty would have completed SLO implementation and FT faculty would have increased by 5% in five years.	All courses would have completed one full cycle of SLOS and faculty would have increased by 5%.
Improve research to track academic persistence, academic progress, conduct student surveys and help plan for course offerings improving overall quality and student success.	Number of research studies to track academic performance, academic persistence in the next five years. Annual student surveys and minutes of dept meetings to plan for courses.	Two research studies on academic performance and persistence and four student surveys completed by 2015. Dept decisions on course offerings based on these findings.	Research findings will lead to data driven decisions to increase quality and student success.
Provide additional classes in basic skills, expand basic skills resources/services, increase quality of course offerings and introduce research and online courses.	Basic skills classes will be expanded by 5% in five years, basic skills services, research, and online courses will be increased by 5% in five years.	Number of basic skills courses, services, online courses, and research courses will increase by 5% in five years.	Basic skills courses and services will meet the needs of students and online and research courses will have full enrollments.
Increase student enrollment by 5% in five years.	Number and % of students enrolling.	Student enrollment up by 5%.	Enrollments will meet student educational needs.
Increase student learning outcomes assessment activity to meet ACCJC requirement by 2012.	All PT and FT faculty will participate in SLO implementation.	100% of all courses would have completed one full cycle of assessment.	All FT and PT faculty would have engaged in SLO implementation.

MORENO VALLEY COLLEGE INTEGRATED STRATEGIC PLAN 2010-2015

College Goal 2: STUDENT SERVICES GOAL: Develop and Expand Effective Student Services Programs That Will Increase Student Access, Retention and Completion.

Strategies	Assessment	Measurement	Outcome
Increase accessibility to all student services, providing more space, reducing wait time, signage, and co-location of student support services.	Expansion of space, reducing wait time in lines, more signage, and greater proximity of student services will be achieved in five years.	Space will expand by 10%, wait time reduced by 15 minutes, one stop location of services completed, and student satisfaction improved.	Expanded space, one stop student services and greater student satisfaction with student services.
Integrate student services and academic programs to increase student support services, financial aid and basic skills offerings.	Expansion of student services available to basic skills students in basic skills classes.	Counselors will provide instruction in basic skills classes so that all basic skills students complete an SEP and financial aid application.	All basic skills students will have an SEP and financial aid application completed.
Increase student services' research capacity assessing student and community needs, developing planning priorities, and addressing student services' staffing development needs.	Additional student services research projects will be initiated.	Two student services research projects will be completed by 2015.	Student services research findings will lead toward a greater understanding of student and community needs and develop program review priorities.
Establish a student success center that would incorporate services in a one stop learning center involving faculty, student and staff in learning communities, obtaining all necessary student support service including mentoring.	A student success center with one stop services will be established and provide mentoring opportunities for students.	A student success center will be identified, established and staffed by 2015.	The student success center will increase student, faculty, and staff interaction including mentoring services.
Provide student services at Ben Clark Training Center and March Dental Education Center and are comprehensive and mirror the services provided at the MVC Campus.	Expanded student services options will be made available to BCTC and MDEC students.	Student services and student services staff will increase by 15% over the next five years.	Students attending classes at BCTC and MDEC will receive comprehensive student services at these locations.

Exec Cab Moreno\_Valley\_College\_Integrated\_Strategic\_Goals(1).xls

MORENO VALLEY COLLEGE INTEGRATED STRATEGIC PLAN 2010-2015

College Goal 3: LIFE-LONG LEARNING GOAL: Provide More Opportunities to Students, Faculty, Staff and Community to Participate in Life-Long Learning Experiences.

Strategies	Assessment	Measurement	Outcome
Establish adult re-entry programs, expand community education and transfer programs, and imitate green curriculum offerings.	Expansion of 2010 adult re-entry programs, community education, transfer programs, and green curriculum.	Ten (10%) percent increase in adult re-entry, community education, and transfer programs. New green technology curriculum approved.	Adult- re-entry, community education, and transfer offerings will increase and a green technology curriculum approved and implemented.
Increase enrollment in distance education programs that promote lifelong learning.	Increased enrollments in distance education offerings.	Increase distance education enrollment by 12% in the next five years.	Additional distance education enrollments to promote life long learning curriculum will occur.
Provide academic and student support services to support all lifelong learning programs.	Additional academic and student support services offerings available to adult re-entry, community education students.	Increase in academic and student support services by 10% in five years.	Comprehensive academic and student support services available for life long learners.

MORENO VALLEY COLLEGE INTEGRATED STRATEGIC PLAN 2010-2015

College Goal 4: FINANCIAL RESOURCES GOAL: Ensure Sufficient Revenue Stream that will support and sustain Moreno College Academic, Student Services and Business Services Programs.

Strategies	Assessment	Measurement	Outcome
Strengthen financial controls and planning to leverage state, federal, and private funding that will support academic, student, and administrative services on campus.	Review and implement new financial controls and planning strategies to increase support for college programs.	New financial controls, two analysis of how state, federal, and private funding further supported college programs will be completed.	Financial studies will increase efficiency and college financial support.
Build strong entrepreneurial partnerships with business, private foundations, federal and state organizations, and private donors to ensure sustainability of college plans.	Increase partnerships above the number already established in 2010.	Increase partnerships by 25% over the next five years.	More partnerships will lead to higher state, federal, and private funding.
Seek and establish new revenue streams that will bring about increased funding for the college to implement its strategic planning goals.	Studies on how to develop and sustain new revenue streams will be conducted.	New revenue streams to add 10% additional funding to the base budget.	Additional funding will be secured from the new revenue streams.

MORENO VALLEY COLLEGE INTEGRATED STRATEGIC PLAN 2010-2015

College Goal 5: TECHNOLOGY GOAL: Improve the Utilization of Technological Resources and Develop the Infrastructure Necessary to Advance the Technological Innovations that will Support Academic, Student Services and Business Services' Divisions.

Strategies	Assessment	Measurement	Outcome
Further develop the college's infrastructure and technology innovations, modernizing technological services, and meeting workplace standards for effective technological classrooms.	Recommendations for technology infrastructure, modernization and workplace standards will be made in the 2010 IT audit.	Recommendations are made into action plans with specific action steps accomplished by 2015.	Enhancement of infrastructure, modernization, workplace standards and effective technology classrooms are established.
Increase the accessibility of student support services using technology.	Provide lap top and net book opportunities to 500 students in the Fall of 2010 with another 1000 in the Fall of 2011.	500 students will engage in a Verizon net book collaboration in the fall of 2010.	All students at Moreno Valley College will have a lap top or net book for full access to online courses and other technological applications.
Provide technology training to students, faculty, and staff to utilize academic and support services provided by the college through technology.	Technology training programs will be developed based upon the Verizon collaborative and other requested technology activities by faculty	Three technology training programs will be convened in AY 2010-11 with one annually until 2015.	All faculty, staff, and students will become proficient with lap top and net book applications by 2015.
Seek and acquire technology access for all students, community, and partners that want to participate in MVC's academic and lifelong learning programs.	Provide lap top and net book opportunities to 500 students in the Fall of 2010 with another 1000 in the Fall of 2011.	500 students will engage in a Verizon net book collaboration in the fall of 2010.	All students at Moreno Valley College will have a lap top or net book for full access to online courses and other technological applications.

MORENO VALLEY COLLEGE INTEGRATED STRATEGIC PLAN 2010-2015

College Goal 6: PROFESSIONAL DEVELOPMENT GOAL: Provide Resources and Opportunities to Faculty and Staff In Order to Enhance Professional Skills.

Strategies	Assessment	Measurement	Outcome
Provide the latest successful training in teaching methodology, technology, and student success to faculty and staff.	A plan to sponsor training of teaching methodology, technology and student success will be developed Spring 2011.	The professional development plan with workshop dates will be implemented.	A minimum of 2 workshops on teaching methodology, technology and student success skills be completed by 2015.
Provide an institutional commitment to professional renovation by strengthening Moreno Valley College's professional development center with more resources and support.	The Professional Development Center will conduct an evaluation of its services and recommend a five year plan to 2015 in the Fall of 2010.	The benchmarks developed in the five year plan will be achieved by 2015.	Faculty, staff, and students will receive professional development training that meets their needs up to 2015.
Utilize the results of research, surveys, and student learning outcomes to sponsor training that meets the needs of faculty and staff serving students and the community.	A professional development plan based on research, student surveys, and the evaluation of SLOs will be completed in the spring of 2011.	The benchmarks of the professional development plan will be achieved by 2015.	Faculty, staff, and students will receive professional development training that meets their needs up to 2015.

MORENO VALLEY COLLEGE INTEGRATED STRATEGIC PLAN 2010-2015

College Goal 7: FACILITIES GOAL: (A) Renovate and Expand Existing Facilities, and (B) Construct New Facilities In Order to Accommodate Moreno Valley College Program Needs.

Strategies	Assessment	Measurement	Outcome
Improve awareness and utilization of established safety and security policies and practices.	A College wide safety committee will be convened to develop recommendation that will improve campus safety.	Recommendations from the safety committee will be implemented by Fall 2011.	Safety will be increased through the implementation of the recommendations of the safety committee.
Enhance student learning through a physical environment that focuses on student centered learning including the formation of a one stop student success center.	Convene faculty and staff to design student learning physical space under the facilities master plan.	Complete the design and action steps for the college to 2015.	Complete the action steps leading to student centered learning and a one stop student success center.
Encourage theater, music, athletics, museum, and other academic and community offerings through the design of new buildings and planning for such offerings.	Complete a strategic plan for theater, music, athletics, museum and other academic programs for the design of facilities.	Recommend design and implement action steps for facilities to sponsor theater, music, athletics, and museum activities by 2015.	MVC will offer more programs in theater, music, athletics and museum opportunities for students and the community.
Ensure the standardization of all current and new facilities with regard to signage, infrastructure, ADA compliance, technology, and security.	Complete a study on standardization by the Spring of 2011.	Implement the recommendations and action steps to standardize current and new facilities in the next five years.	Current and new buildings will follow standardization guidelines for technology, signage, ADA compliance and security.



**MORENO VALLEY COLLEGE INTEGRATED STRATEGIC PLAN 2010-2015**

**College Goal 8: STUDENT LEARNING OUTCOMES GOAL: Provide support to achieve the full implementation (identification, assessment, and improvement) of student learning outcomes for courses, programs and the institution by 2012.**

<b>Strategies</b>	<b>Assessment</b>	<b>Measurement</b>	<b>Outcome</b>
Develop a support system for faculty and staff to complete the identification, assessment and improvement of academic and student services programs.	A support system for faculty and staff will be implemented in the Fall of 2010.	Support system will help faculty and staff meet the targets for fall 2011 and fall 2012 to achieve 100% completion of SLOs.	100% of courses and programs will achieve a full cycle (identification, assessment, improvement) by 2012.
Conduct research to evaluate the effectiveness of the student learning outcome assessment support system annually and improve services as needed.	The Professional Development Center will conduct an annual assessment of the Support system for SLOs.	90% of faculty and staff will be satisfied with the college support system.	Improvements to the support system will help the college achieve the 100% goal for courses and program achieving one full cycle.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-8

Date: August 17, 2010

Subject: RCCD Multi-Campus Student Enrollment

Background: Presented for the Board's review and consideration is a report about student multi-campus course taking behavior, and selected measures of student performance for these different enrollment patterns. This preliminary examination of enrollment patterns demonstrates that the incidence of students physically attending multiple RCCD campuses does not reflect the experience of the majority of the students.

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Educational Services

Kristina Kauffman  
Associate Vice Chancellor, Institutional Effectiveness

David Torres  
District Dean, Institutional Research

*RCCD Multi-Campus  
Student Enrollment*

*prepared by  
Institutional Research  
Riverside Community College District*

*April 26, 2010*

RCCD Multi-Campus Student Enrollment  
RCCD Institutional Research - prepared by David Torres

Highlights:

Comparing Fall 1999 to Fall 2008 semesters, the percentage of RCCD students attending...

- only 1 campus (with no distance education) decreased from 79% to 58%
- only 1 campus with any distance education increased from 9% to 26%
- only 2 campuses (with no distance education) decreased from 8% to 4%
- only distance education courses increased from 1% to 10%

Background: There has been no formal research ever conducted at RCCD regarding the phenomena of RCCD students taking courses at more than one campus. The present report provides some preliminary information about multi-campus course taking behavior, and selected measures of student performance for these different enrollment patterns.

Methodology: The main challenge to understanding multi-campus student enrollment was to determine the extent student were physically attending any RCCD campus site. This report differentiates between “physically attending” a campus (which means a student has to actually be present at one of the district instruction sites) and “distance education” (which means the student did not have to physically attend an instruction site, but rather can enroll and take courses via internet). This distinction is important to the present study, for example, as a student can enroll through a distance education course offered by the Norco campus and never actually travel to the Norco campus. The present study attempts to describe the attendance patterns of students to determine the scope of student multi-campus enrollment.

Using student enrollment records gathered from the California Community Colleges Chancellor's Office and locally-created files designating the RCCD campus students attended, a database of was created that summarized student enrollment patterns at the different campuses. Included in

the database were indicators of distance education courses. Since all three campuses offer distance education courses, these courses were assigned a separate designation because as mentioned previously, a student does not have to physically attend the campus to enroll and take these courses.

Historically, RCCD has reported student campus enrollment in either one of two configurations: the district aggregate of students (which does not differentiate into campuses), or by the individual campus enrollment (which results in a duplicated headcount of students). The present student offers a third way which may describe “multi-campus enrollment” in different way.

The present student categorizes students (by term) into one of the seven categories:

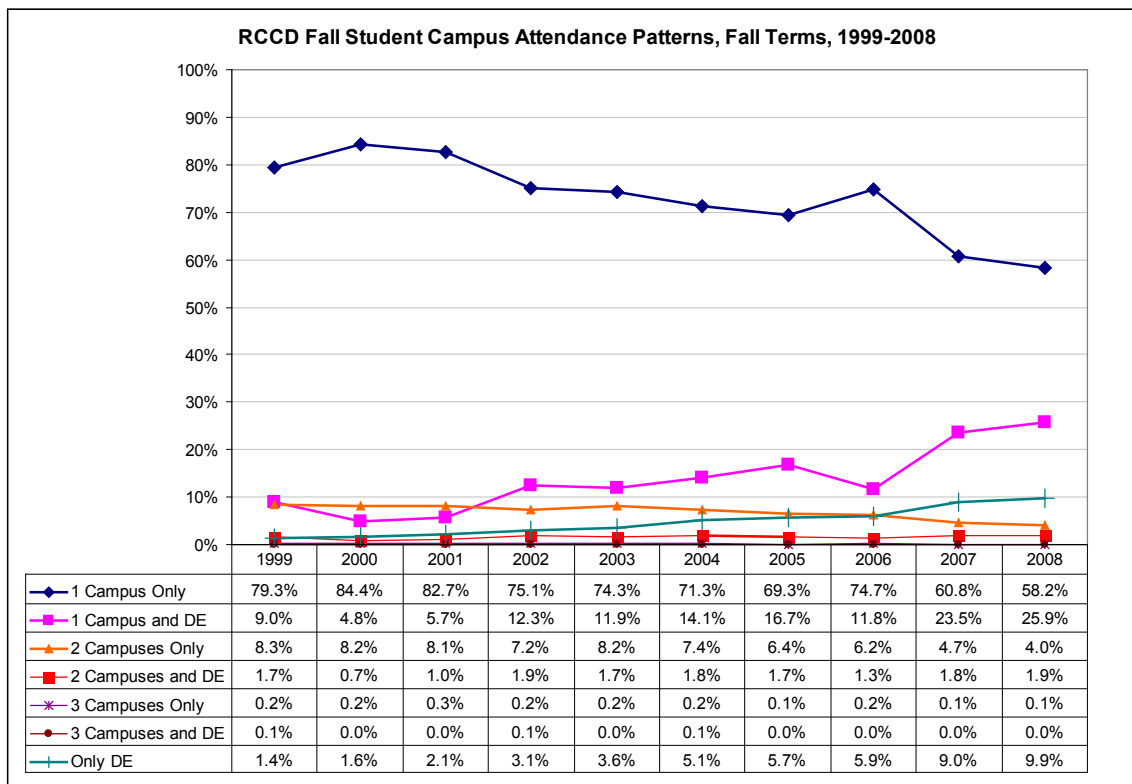
1. A student attending only one campus
2. A student attending only one campus with any distance education
3. A student attending only two campuses
4. A student attending only two campuses with any distance education
5. A student attending only three campuses
6. A student attending only three campuses with any distance education
7. A student attending only distance education

Using this method, students appear in each term-specific dataset only once (yielding an unduplicated headcount). It is hoped this accounting method provides clarity to the proportion of students physically attending more than one campus. (Presently, this study only differentiates between students attending one, two or three campuses, but does not specify which campus. To do so would have created too many potential categorizes, which may have the unintentional effect of confusing the reader.)

#### Student Enrollment Patterns

The graphic below shows the percentage of students in each fall term (from 1999 through 2008) that attended by enrollment patterns in each of the seven categories. The possible patterns include attending one, two or three campuses, whether the student enrolled in any distance education courses, or whether the student took exclusively distance education courses.

For the fall terms from 1999 through 2008, there is a marked decreased in the proportion of students who attended only one campus (from 79.3% to 58.2%). Similarly, students who attended one campus and also took at least one distance education course increased almost 17 points (from 9.0% to 25.9%). Students attending only through distance education courses increased from 1.4% in 1999 to 9.9% in fall 2008.

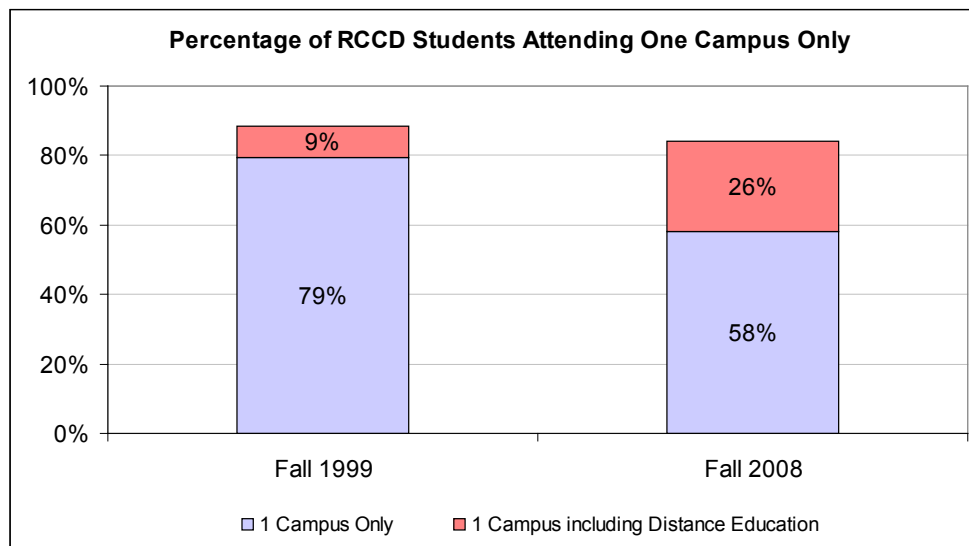


Adding the percentages of students attending one campus only and one campus with distance education yields 88.3% in fall 1999 and 84.1% in fall 2008. Throughout this entire time period, students attending one campus (or one campus with distance education) stayed over 80%.

When examining the proportion of students who attended two campuses (with and without distanced education added), their share decreased from 10.0% combined (in fall 1999) to 5.9%, (in fall 2008). Students who attended three campuses never made up more than .5% in any of the terms here.

When the first and last fall terms in this analysis are presented separately, the components of change are clear. While the percentage of students attending only one campus (*including any distance education courses*), decreased overall from 88% in 1999 to 84% in 2008 (see chart below), the proportion of those students attending via distance education increased from 9% to 26%.

(Additional information about student ethnic indicators and campus attendance patterns is available upon request.)

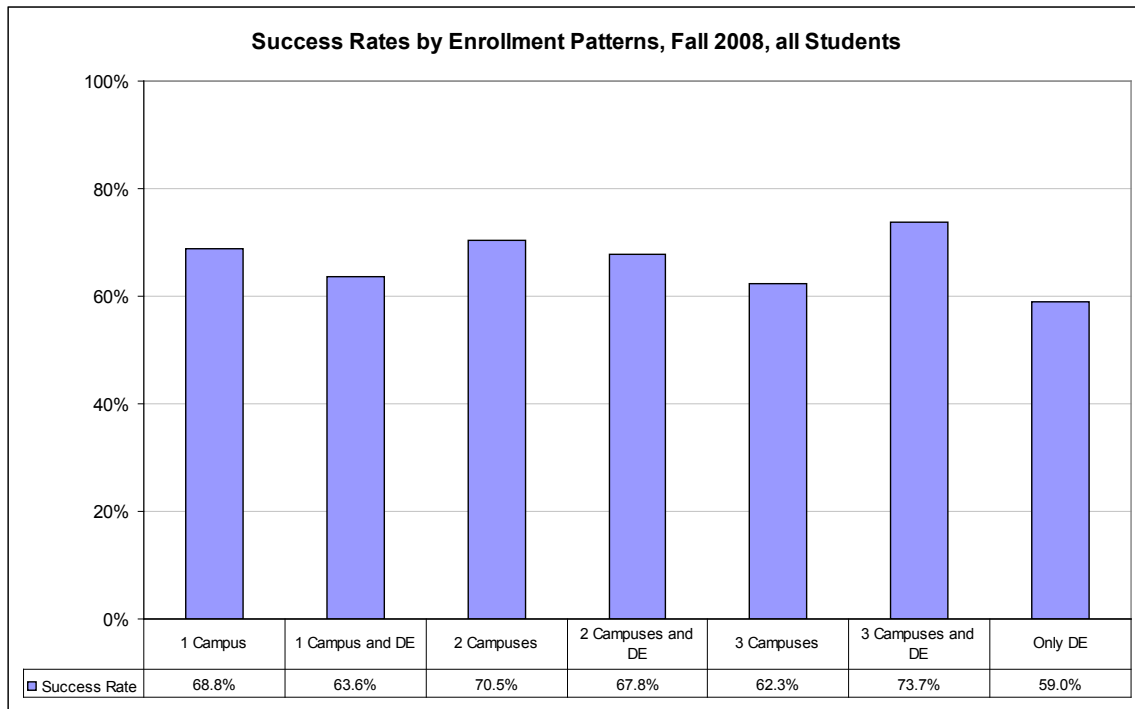


#### Student Success and Enrollment Patterns

The graphic below shows the successful course completion rates for each of the seven enrollment patterns for Fall 2008 only. (Please note that 84% of all enrollments are accounted for in the two categories of “1 Campus” and “1 Campus with DE”, with the remaining 16% shared among the five other categories.)

Students attending 1 or 2 campuses generally had higher success rates than did their counterparts who took distance education courses. (The only exception is for students attending 3 campuses with distance education; however these students make up less than 1 percent of the population.) Success rates are computed as the percentage of A, B, C, CR or P grades divides by the total of all valid grades.

Students taking only distance education courses had overall lower success rates in Fall 2008.



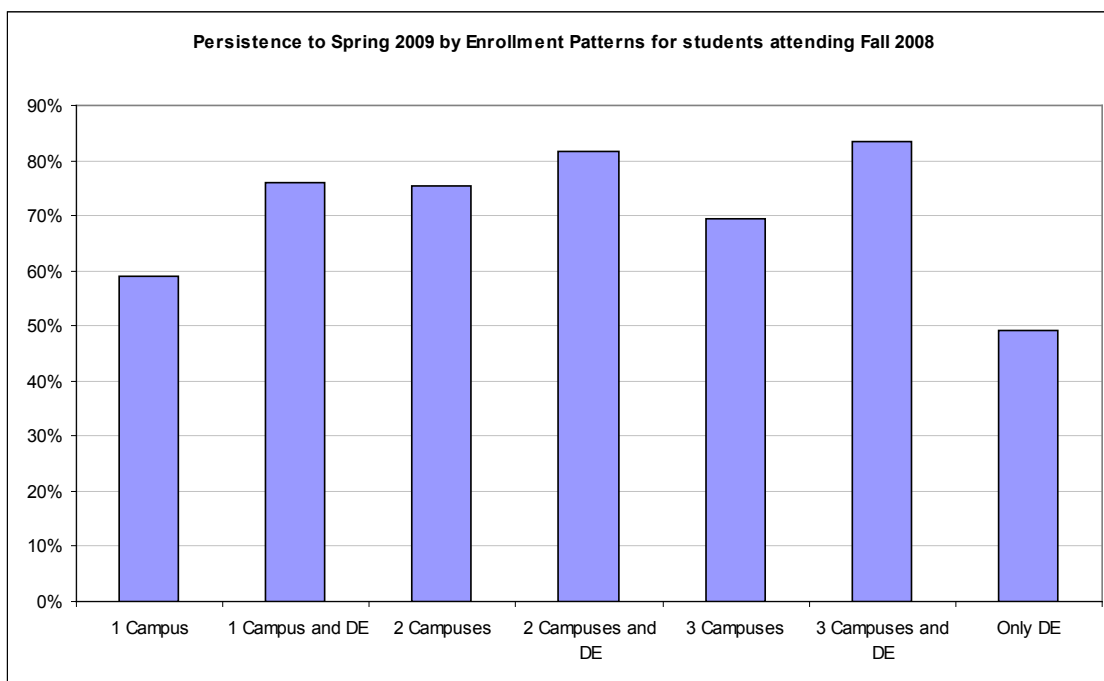
(Additional information about student success by ethnicity and campus attendance pattern is available upon request.)



### Term to Term Persistence

Another inferential measure of success is term-to-term persistence. Persistence rates were higher for every configuration that included distance education.

Although the highest rates were demonstrated by students who attended 2 campuses with distance education or 3 campuses and any distance education, these proportions made up less than 16% of the sample.

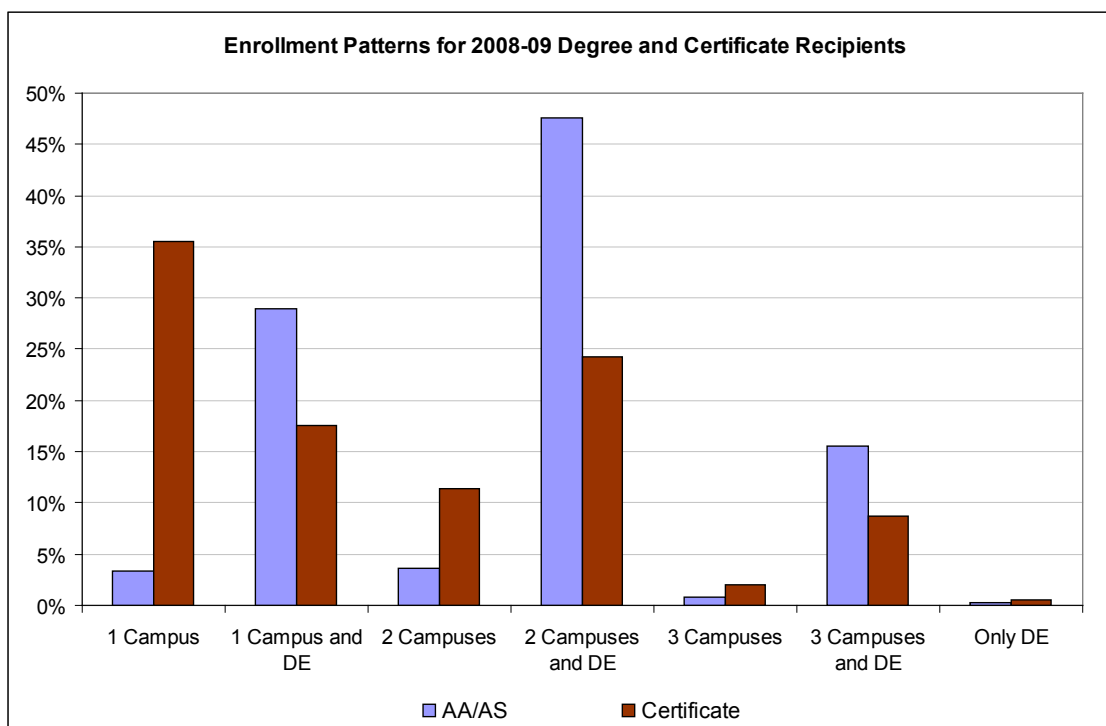


### Awards and Certificates: 2008-09

The graphic below illustrates differences in enrollment patterns for students receiving degrees and certificates during the 2008-09 academic year. Consistent with the present methodology, students receiving an award in 2008-09 were assigned to one of the seven categories based on their course taking histories.

(The grade histories of students earning awards in 2008-09 were examined going back to summer 1999. Any coursework taken prior to summer 1999 or taken at another institution is not reflected in this analysis.)

Students who attended 1 campus only (without any distance education courses) tended to earn certificates more AA /AS degrees. Furthermore, students who attended 2 campuses and took any distance education courses tended to earn AA /AS degrees more than certificates.



Conclusion: This preliminary examination of enrollment patterns demonstrates that the incidence of students physically attending multiple RCCD campuses does not reflect the experience of the majority of the students.

Generally speaking, where students previously *physically* attended only one campus during a semester (as demonstrated in fall 1999), over time students have replaced these on-site courses with distance learning (regardless of which campus offered the distance education).

Multi-campus attendance does not seem to be a major concern for RCCD students, since 84% of fall 2008 RCCD students were only physically attending one campus (including those attending with and without distance education).

Possible Policy Implications:

- The common core curriculum needs continued support as students continue taking distance education courses from any of the campuses.
- Campuses should coordinate their distance education offerings to avoid unnecessary duplication of offerings.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: III-C-1

Date: August 17, 2010

Subject: Economic Development Move from March Education Center to Corona -  
Relocation/Remodel

Background: Economic Development operations for Riverside Community College District are presently housed in leased office space at March Education Center, part of former March Air Force Base, and as has been for a number of years. With base redevelopment plans moving forward at March, it is necessary to relocate Riverside Community College District's Economic Development to allow for the demolition of Economic Development's office space. The City of Corona, as a community partner with and supporter of Riverside Community College District, has provided a \$1/year lease for a five year term for an approximately 15,000 square foot administration building near the corner of 6<sup>th</sup> & Main Streets in Corona. With this favorable lease and desirable facility, it allows Riverside Community College District to relocate the existing Economic Development operations from March to Corona, as well as consolidate Community Education, and Grants & Contracts at this location. A floor plan outlining its use is included as Exhibit I.

Costs associated to prepare the building to house the aforementioned operations and relocation of these uses is provided for the Board of Trustees consideration. The budget estimate to relocate and prepare the building for the Corona Economic Development and associated operations are as follows:

• Design/Printing Fees	\$5,500
• Interior Repairs/ADA	\$7,000
• Carpet/Final Clean-up	\$13,000
• Moving Fees	\$22,500
• Project Contingency	\$15,000
• I.T. Equipment/Installation	\$165,000
• Utility Connection Fees	<u>\$3,000</u>
Total	\$231,500

Therefore, due to the immediate need to relocate the Economic Development Department to avoid disruption of services, staff recommends the Economic Development and associated operations be relocated to the remodeled Corona facility with an anticipated opening date of October 31, 2010. Staff requests Board of Trustees authorization of a budget estimate amount of not to exceed \$231,500 from the District General Fund to relocate Economic Development and associated operations, to allow the district to proceed with all associated remodeling activities.

Recommended Action: It is recommended that the Board of Trustees approve the estimated budget in the amount not to exceed \$231,500 from the District General Fund to allow the District to proceed with all associated remodeling activities; to relocate Economic Development and associated operations; and authorize the Vice Chancellor of Administration and Finance to sign all associated agreements.

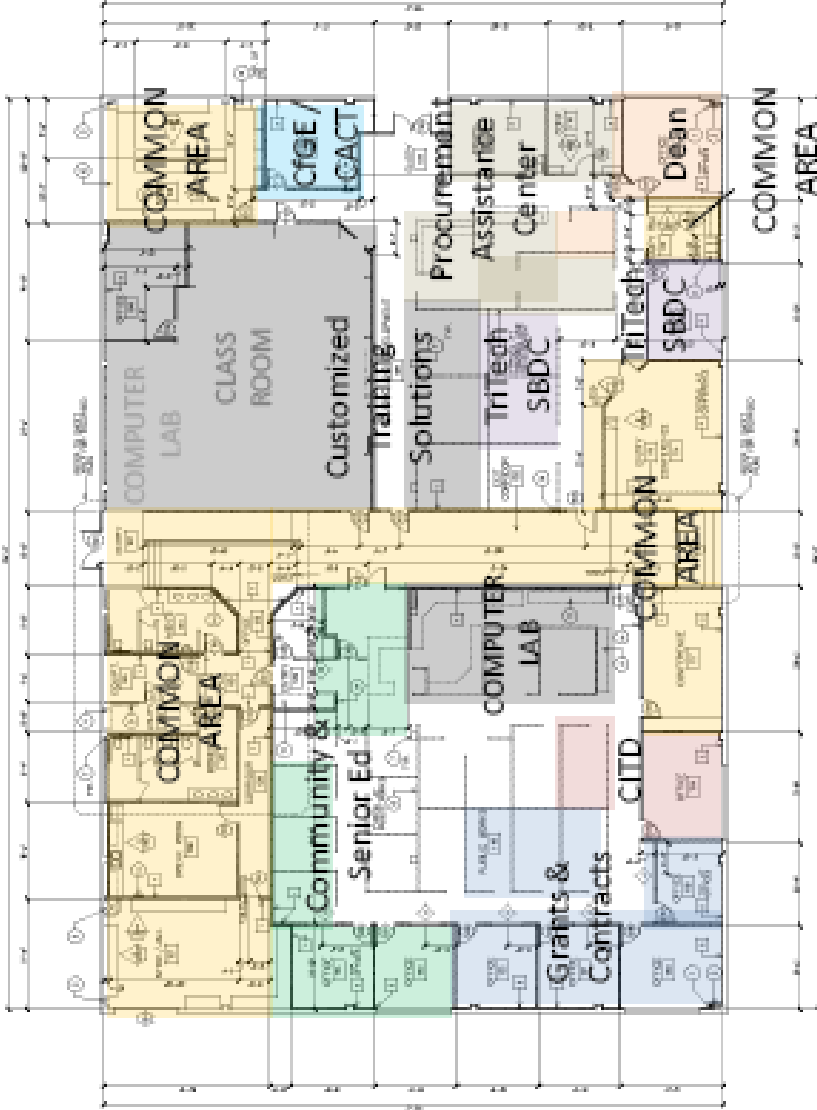
Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson, Chief of Staff/Executive Assistance to the Chancellor  
Chancellor's Office

Orin L. Williams, Associate Vice Chancellor  
Facilities Planning, Design and Construction

Exhibit I

# CORONA FACILITY SPACE UTILIZATION



- NOTES:
1. SEE PLANNING DRAWINGS FOR ROOM NUMBERS.
  2. SEE PLANNING DRAWINGS FOR ROOM NUMBERS.
  3. SEE PLANNING DRAWINGS FOR ROOM NUMBERS.
  4. SEE PLANNING DRAWINGS FOR ROOM NUMBERS.
- SYMBOLS:
1. WALL FINISH
  2. FLOOR FINISH
  3. CEILING FINISH
  4. DOOR FINISH
  5. WINDOW FINISH
  6. LIGHTING FIXTURE
  7. FURNITURE
  8. EQUIPMENT
  9. MECHANICAL
  10. ELECTRICAL
  11. PLUMBING
  12. TELECOMMUNICATIONS
  13. SECURITY
  14. OTHER

REVISIONS:

NO. 1: 08/17/10

DATE: 08/17/10

BY: J. H. HARRIS

CHECKED BY: M. J. HARRIS

SCALE: 1/8" = 1'-0"

PROJECT: CORONA FACILITY

DATE: 08/17/10

BY: J. H. HARRIS

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DATE: 08/17/10

BY: J. H. HARRIS

CHECKED BY: M. J. HARRIS

SCALE: 1/8" = 1'-0"

PROJECT: CORONA FACILITY

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: III-C-2

Date: August 17, 2010

Subject: Moreno Valley College Nursing Portables

Background: Due to securing grants over a number of years, expansion of the Riverside Community College District's Nursing Program has been housed in leased classroom and office space at March Education Center, part of the former March Air Force Base. With redevelopment plans moving forward at March Air Force Base, it is necessary to relocate Riverside Community College District's nursing students located at the March Education Center to allow for the demolition of the current March Education Center classroom and office space and to retain the presence of Nursing programs in the Moreno Valley community area.

The District plans to relocate the existing nursing students and associated operations from the March Education Center to the Moreno Valley College. This relocation would permit nursing students to study at the college and to use the college's resources, such as computer lab, library and other services. Physically, relocation include architecture and engineering services, purchase and placement of four (4) portable classroom facilities, construction costs (including general contractor, testing and inspections) and Group II Furniture, Fixtures and Equipment (FF&E). Costs associated to prepare the portable classroom facilities to house the aforementioned relocation and associated operations are as follows:

• Architectural/Engineering	\$95,385
• Portable Buildings	\$213,502
• Construction Costs	\$796,807
• Group II Equipment	<u>\$195,000</u>
Total	\$1,300,694

Therefore, due to the immediate need to relocate the nursing students and to avoid disruption of services, staff recommends the Nursing Program and associated operations be relocated to Moreno Valley College with an anticipated opening in January 2011. Staff requests Board of Trustees authorization of a budget estimate amount not to exceed \$1,300,694 from District Measure "C Funds (Resource 4160) for relocation of the existing Nursing Program students and associated operations from March Education Center to the Moreno Valley College, including design purchase of four (4) portable classroom facilities, faculty offices, construction and Group II FF&E.

Recommended Action: It is recommended that the Board of Trustees approve the estimated budget in an amount not to exceed \$1,300,694 from District Measure "C" Funds for the Moreno Valley College Nursing Portables project; allow the District to proceed with the purchase and placement of portables and relocation of the furniture and equipment at the Moreno Valley College for the Nursing Program and associated operations; authorization to bid and start all construction activities within the approved project budget with ratification of bids to follow; and authorize the Vice Chancellor of Administration and Finance to sign all associated agreements.

Gregory W. Gray  
Chancellor

Prepared by: Monte Perez, President, Moreno Valley College

Sandy Baker, Dean, School of Nursing

Orin L. Williams, Associate Vice Chancellor, Facilities Planning, Design and Construction

Rick Hernandez, Director, Capital Planning, Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: III-D-1

Date: August 17, 2010

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our Board Policies and Administrative Procedures, the items below come before the Board for first reading.

Board of Trustees

BP/AP 2015 – Student Trustee - This is a revision of the current Policy and Procedure, which were last adopted/revised on August 18, 2009.

Student Services

BP 5410 – Associated Students Elections - This is a revision of the current Policy, which was adopted by the Board on August 18, 2009.

BP 5420 – Associated Students Finance – This is a revision of the current Policy which was adopted on August 18, 2009.

Human Resources

BP 7200 – Faculty Internship Program – This is a revision of the current Policy which was adopted on May 20, 2008.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policy and Administrative procedure 2015 and Board Policies 5410, 5420, and 7200.

Gregory W. Gray  
Chancellor

Prepared by: Ruth W. Adams, Esq.  
General Counsel

## Riverside Community College District Policy

No. 2015

Board of Trustees  
DRAFT 6/1/10

### BP 2015 STUDENT TRUSTEE

#### References:

Education Code Sections 72023.5 and 72103

The Board of Trustees shall include one non-voting student trustee.

The student trustee shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of **six (6)** ~~five (5)~~ semester units in the District at the time of nomination and throughout the term of service. The student shall maintain a 2.5 GPA throughout their term on the Board. The student trustee is not required to give up employment with the District.

The student trustee shall be seated with the Board of Trustees and shall be recognized as a full member of the Board at meetings. Except for closed sessions, the student trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Board of Trustees. The student trustee shall be entitled to any mileage allowance necessary to attend Board Meetings to the same extent as publicly elected Board members.

The student trustee shall be chosen by the students enrolled in the District as follows:

The student trustee shall be elected by all the students of the student body in a general election held for that purpose. The election will be held in the Spring semester. The term of office shall begin the first day after the end of the spring semester and remain in office until the last day of the following spring semester.

Special elections shall be held if the office becomes vacant by reason of the resignation or disqualification of an elected student member, or by any other reasons. Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Chancellor.

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law, ~~these~~ **Board** policies and **administrative procedures**. The election will be conducted in accordance with administrative procedures established by the Chancellor or designee.

---

Date Adopted: September 16, 2008

(Replaces Policies 1016 & 6016)

Revised: August 18, 2009

**Revised:**



## **Riverside Community College District Procedure**

**No. 2015**

**Board of Trustees**  
DRAFT 6/1/10

### **AP 2015 STUDENT TRUSTEE**

#### **Reference:**

Education Code Sections 72023.5, 72122, 72129

#### Election of Student Trustee

The student member(s) shall be elected by a plurality vote of those voting in a regular election of the student body. All members of the student body may vote. The election will be conducted during the spring semester. The student trustee will take office at the first Board meeting following the end of the Spring semester.

#### I. Term of Office

The term of office shall be from the first day after the end of the spring semester and will remain in office until the last day of the following spring semester. The Student Trustee may **only** serve **one term**. ~~up to two (2) terms, if the qualifications in the ASRCCD by-laws are met.~~

#### II. Duties and Responsibilities

The student trustee of the governing board shall be sworn in, given the oath of office, seated with the elected members of the governing board, and shall carry out all of the duties delineated **herein** ~~the ASRCCD constitution~~.

The student trustee shall be accorded the normal privileges and responsibilities of a board member except that the student trustee shall not:

- A. Vote on any matter before the governing board.
- B. Attend closed or special sessions.
- C. Make, amend or second motions.

***The student trustee, with regard to issues "that have, or will have a significant effect on students", shall:***

- A. Provide individual college reports to the Board of Trustees.**
- B. Indicate recommendation/vote breakdown, where applicable, per College on issues requiring a formal student response.**

**In addition, the Student Trustee shall, as a part of the Trustee's regular duties:**

- A. Convene and chair all regular and emergency ~~Student District Executive Board(SDEB)/Student District Consultation Council (SDCC)~~ meetings.**
- B. Disseminate, in a timely manner, all information pertaining to student issues to the ~~SDEB/SDCC~~**
- C. Act as liaison between all three Colleges.**
- D. Perform other duties as outlined in the Bylaws of all three colleges in the District.**

**Student Trustees shall not:**

- A. Be a voting member of the ~~SDEB/SDCC~~**
- B. Be a member of any College associated students organization**
- C. Be on disciplinary suspension at any time during his/her term.**

#### IV. Scholarship

The Student Trustee, in recognition of his/her service on the Board of Trustees, shall receive a \$300 scholarship at the end of each Spring and Fall semester, for a total of \$600.

#### V. Vacancy

If a vacancy occurs for any of the following reasons,

- Written notification of resignation by any means of written communication;
- Impeachment or dismissal;
- **Inability or** failure to comply with **any duties as outlined in all three College student government association Constitution/By-Laws** ~~expressed ASRCCD Constitutional qualifications for holding office; or~~
- Death,

the **President of the associated students organization of the College that the Student Trustee has indicated as his/her home campus will serve as the Student Trustee Pro Tempore** ~~ASRCCD Student Trustee Pro Tempore will serve as the ASRCCD Student Trustee in accordance with Article IV, Section 2B of the ASRCCD Constitution, until a special election occurs. In the occasion of a vacancy also in the position of the ASRCCD Student Trustee Pro Tempore, then the District Student Executive Secretary will assume the duties of the ASRCCD Trustee until a special election occurs.~~ **For a complete line of succession, please refer to the three College associated students organizations' Constitution/By-Laws.**

## VI. Recall

The ASRCCD Student Trustee shall be subject to recall by the RCCD student body. A written petition with signatures of at least ~~five~~ **ten** percent (~~510~~%) of the current semester enrollment of the RCCD student body shall constitute a request for recall. Upon presentation of said petition to the **SDCC** ~~District Student Executive Board~~ and Chancellor or designee, a recall election shall be called within fifteen (15) calendar days. A two-thirds (2/3) majority of the votes cast shall be required to recall the ASRCCD Student Trustee, with this number being at least two-thirds (2/3) the number of votes cast in the Trustee's original election.

***Office of Primary Responsibility: Vice Chancellor, Educational Services and College Chief Student Services Officers***

---

Date Approved: August 18, 2009  
(Replaces RCCD Regulations 1016/6016)  
***Revised:***

**Riverside Community College District Policy**

**No. 5410**

**Student Services  
DRAFT 6/2/10**

BP 5410 ASSOCIATED STUDENTS ELECTIONS

**References:**

Education Code Section 76061

The Associated Students shall conduct annual elections to elect officers. The elections shall be conducted in accordance with procedures established by the Chancellor or designee and the Associated Students' ***Constitutions and By-Laws of all three (3) Colleges in the RCCD as applicable.*** ~~of the Riverside Community College District's Constitution and by-laws.~~

Any student elected as an officer in the Associated Students shall meet both of the following requirements:

1. The student shall be enrolled in the District/College at the time of election and throughout his or her term of office, with a minimum of five semester units or the equivalent.
2. The student shall meet and maintain the minimum standards of scholarship (see Board Policy 4220 titled Standards of Scholarship and related administrative procedures).

---

Date Adopted: August 18, 2009

**Revised:**

**Riverside Community College District Policy****No. 5420****Student Services  
DRAFT 6/1/10**

BP 5420 ASSOCIATED STUDENTS FINANCE

**References:**

Education Code Sections 76063-76065

Associated Student funds shall be deposited with and disbursed by **Accounting Services** ~~the District's Auxiliary Business Services~~, after approval from the **applicable College** ~~District~~ Chief Student Services Officer (DCSSO), **or designee**.

The funds shall be deposited, loaned or invested in one or more of the ways authorized by law.

All funds shall be expended according to procedures established by the Associated Students, subject to the approval of each of the following three persons, which shall be obtained each time before any funds may be expended:

- the applicable **College** CSSO ~~(District or Campus)~~ or designee;
- the employee who is the designated advisor of the particular student body organization; and
- a representative of the applicable student body organization.

The funds of the Associated Students shall be subject to an annual audit.

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Date Adopted: August 18, 2009

**Revised:**

**Riverside Community College District Policy**

**No. 7200**

**Human Resources  
DRAFT**

**BP 7200 Faculty Internship Program**

**References:**

Education Code Sections 87482.5 AND 87487;  
Title 5 Sections 53500-53502

Inasmuch as the District is continually seeking qualified candidates for faculty positions within the District, it is deemed to be in the best interests of the District to establish a Faculty Internship Program.

The purpose of the program includes, but is not limited to, the following:

- To enhance the recruitment of qualified persons pursuing an associates, master's or doctoral degree, as well as recent recipients of such degrees with limited teaching experience, into faculty positions in the District, particularly for disciplines for which recruitment is difficult, where current industry experience is important, or for disciplines in which a shortage of qualified faculty is anticipated. ~~The internship program shall serve to introduce graduate students, before they approach the end of their graduate studies, as well as industry practitioners, while encouraging them to complete their associates degree, to the community college environment and student population;~~
- To enhance the District's efforts toward building a diverse faculty ~~The internship program shall place special emphasis on promoting inclusive efforts to locate and attract qualified graduate students who are members of monitored groups as defined in Title 5.~~

The District may employ, as faculty interns, graduate students enrolled in the California State University, the University of California, or any other accredited institution of higher education, or, in career and technical fields where a master's degree is not generally expected or available, persons who are within one year of meeting the regular faculty minimum qualifications. Persons who meet the regular faculty minimum qualifications, but who lack teaching experience, may also be included in the internship program.

~~Individuals employed as faculty interns shall be employed as temporary faculty members and shall meet the minimum qualifications for faculty interns.~~

Faculty interns are not guaranteed a full time position within the District. All prospective faculty candidates, including faculty internship participants, for full time positions in the District, will be selected through the District's faculty hiring process.

The term “faculty intern” does not include any person, no matter how designated, who only assists in a class taught by a regularly qualified faculty member, and who has no independent responsibility for instruction or supervision of students. Such a person may be termed an “intern” and may serve as a volunteer or receive a stipend.

The Chancellor, *in consultation with the Academic Senate*, shall prepare administrative procedures, which outline the minimum qualifications for faculty interns, as well as requirements for faculty intern mentors.

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Date Approved: May 20, 2008

**Revised:**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: III-E-1

Date: August 17, 2010

Subject: Citrus Belt Savings & Loan Gallery

Background: On March 16, 2010, the Board of Trustees approved a tentative budget for the Citrus Belt Savings & Loan (CBS&L) Gallery and Market Street Properties in the amount of \$4 million using District Measure C funds. Since the CBS&L Building may be repurposed for non-instructional use, approval of architectural studies and plans for the CBS&L Building analyzing its renovation, exposing and restoring its original facade and architecture was approved by the Board. An agreement with LPA architects was approved by the Board of Trustees on March 16, 2010, to provide design, engineering and construction administration services for the project in an amount not to exceed \$327,500.

Staff now requests approval of Amendment No. 1 with LPA in the total amount of \$54,157. The additional compensation includes design of a new second floor structure to meet code and provide a more elegant solution, design of a new two story addition on the west side of the existing building and provide cost estimating services for the project. The amendment is attached for the Board's review and consideration. The LPA agreement, including the amendment and reimbursable expenses, totals \$381,657.

To be funded by the Board-approved project budget, Riverside County/City designated funds in Resource 1180 - Redevelopment Pass-Through.

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 1 with LPA for additional design and cost estimating services in the amount of \$54,157 for the Citrus Belt Savings & Loan Gallery project; and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff/Executive Assistance to the Chancellor  
Chancellor's Office

Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction



FIRST (1) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
LPA  
(*Citrus Belt Savings & Loan Gallery*)

This document amends the original agreement between the Riverside Community College District and LPA, which was approved by the Board of Trustees on March 16, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$54,157 including reimbursable expenses. LPA's agreement, including this amendment and reimbursable expenses, now totals \$381,657. The term of this agreement shall be from the original agreement date of March 17, 2010, to the estimated completion date of the project. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 1 as of the date written below.

LPA

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Robert O. Kupper, AIA  
Chief Executive Officer  
5161 California Ave., Suite 100  
Irvine, CA 92617

James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

Project: Citrus Belt Savings & Loan Gallery

### SCOPE OF ADDITIONAL SERVICES:

Services added as a result of detailed programming and design meetings necessary to provide an appropriate response to the programmatic needs of the Miné Okubo Collection. The additional fee is attributed to the following additional work provided by LPA:

- ❖ Design of a new second floor structure to meet code and provide a more elegant solution.
- ❖ Design of a new two story addition on the east side of the existing building.
- ❖ Provide cost estimating services.

*Total compensation for Amendment No. 1 is \$54,157, totaling LPA's design services to \$381,657.*

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: III-E-2

Date: August 17, 2010

Subject: Amendment No. 2 to Agreement with AVRP Studios - Riverside Aquatics Complex

Background: On June 17, 2008, the Board of Trustees approved an agreement with AVRP Studios, Inc. (AVRP) to prepare plans, specifications and working drawings for the Aquatics Complex project in the amount of \$1,015,300. An amendment to the agreement was approved on December 15, 2009 for an additional \$16,000 for architectural services for security at the complex.

Staff now requests approval of Amendment No. 2 of the agreement in an amount not to exceed \$34,365. Additional architectural and engineering services for the complex project will include additional construction pricing coordination, Division of State Architect (DSA) coordination of revisions, and designs to accommodate future seating, and studies for a solar panel array project within the complex. Amendment No. 2 also includes additional preparation of design and construction documents, processing through DSA, bidding assistance and construction administration for a Smart Pump Control System to replace the two specified motor starters for the pool circulation pumps. The new control system has higher energy efficiency and is recommended by the Riverside Public Utilities. AVRP Studios, Inc. agreement, including this amendment and reimbursable expenses, totals \$1,065,665. Funding source: approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 2 with AVRP Studios, Inc. in an amount not to exceed \$34,365 for additional design and engineering services for the Riverside Aquatics Complex project; and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Tom Harris, Acting President,  
Riverside City College

Norm Godin, Vice President,  
Business Services, Riverside City College

Orin L. William, Associate Vice Chancellor,  
Facilities Planning, Design and Construction

Michael J. Stephens, Capital Program Administrator,  
Facilities Planning, Design and Construction

SECOND (2) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
AVRP STUDIOS, INC.  
*(Riverside Aquatics Complex at the Riverside City College)*

This document amends the original agreement and Amendment No. 1 between the Riverside Community College District and AVRP Studios, Inc., which was approved by the Board of Trustees on June 17, 2008 and December 15, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$34,365 including reimbursable expenses. AVRP Studios, Inc. agreement, including amendments and reimbursable expenses, now totals \$1,065,665. The term of this agreement shall be from the original agreement date of June 18, 2008, to the estimated completion date of December 31, 2010. Payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 2 as of the date written below.

AVRP STUDIOS, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_

Randy S. Robbins, AIA  
Principal  
1620 Fifth Avenue, Suite 600  
San Diego, CA 92101

By: \_\_\_\_\_

James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

Project: Riverside Aquatics Complex

### *Scope of Services:*

AVRP Studios, Inc. to provide conceptual design studies and 3-d drawings, proposed fees, consultant and design/build bleacher coordination, Tilden Coil Constructors (TCC) pricing coordination and DSA coordination for future project as follows:

- Approximately 100 foot by 23 foot Shade Canopy with future educational demonstration photovoltaic panel system located at the area of the south cmu wall, details similar to building canopy and incorporating design/build bleachers
- Relocated and revised south site wall, fence and gates and associated landscape and hardscape revisions
- Revised north-west paving/artificial turf area to accommodate storage of portable bleachers for concurrent swim events
- Coordinate with design/build bleacher manufacturer regarding size options and pricing. Provide conceptual portable bleacher location studies.

Prepare design and construction documents, process through DSA, provide bidding assistance, construction administration for revisions to the existing project as follows:

- Relocated south site wall, fence and gates and associated landscape and hardscape revisions
- Revisions/additions to gates
- Revised north-west paving/artificial turf area to accommodate storage of portable bleachers for concurrent swim events
- Infrastructure stub for future educational demonstration photovoltaic panel system
- Infrastructure stub for future canopy lighting
- Additional scoreboard located near south entry gates

Prepare design and construction documents, process through DSA, provide bidding assistance, construction administration for the following:

- Addition of a Smart Pump Control System (Model #SPCS-040-FD4D)
- Variable Frequency Drive (H<sub>2</sub>O Technologies), replacing the two specified motor starters for the two 40 HP pool circulation pumps.

### Included professional Services:

- Architectural
- Electrical Engineering
- Structural Engineering
- Civil Engineering
- Landscape Architecture
- Aquatic Design (scoreboard)
- 

*TOTAL COMPENSATION (Amendment No. 2):*

*\$34,365.00*

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: III-E-3

Date: August 17, 2010

Subject: Wheelock Gymnasium, Seismic Retrofit

Background: On December 9, 2008, the Board of Trustees approved an agreement with GKK Works to provide design services for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College. On April 28, 2009, the Board of Trustees approved Tilden Coil Constructors, Inc. to provide multiple prime construction management services to deliver the project. On June 16, 2009, the Board of Trustees approved the design and tentative budget in the amount of \$18,411,120 for the Wheelock Gymnasium, Seismic Retrofit project. On February 16, 2010, the Board of Trustees approved a budget augmentation for interim housing facilities for students and staff during the gymnasium reconstruction. The tentative budget was augmented by \$600,000, making the tentative budget total \$19,011,120 for the project.

After review of Division of State Architect (DSA) approved plans, specifications, soils report, and project schedule, staff now requests the Board's approval of an agreement with Inland Inspections & Consulting in the amount of \$185,040 and River City Testing in the amount of \$195,476 for the Wheelock Gymnasium, Seismic Retrofit project, and its associated interim housing facilities. Inland Inspections & Consulting will provide all on-site DSA required Inspector of Record (IOR) services and District specialty and quality control inspections for the project. River City Testing will provide DSA special inspection and testing laboratory services for the project. Agreements are attached for review and consideration.

To be funded by State Construction Act Funds (Resource 4100 - \$10,156,000) and District Measure "C" Funds (Resource 4160 - \$8,255,120).

Recommended Action: It is recommended that the Board of Trustees approve the agreements with Inland Inspections & Consulting in an amount not to exceed \$185,040 and River City Testing in an amount not to exceed \$195,476 for the Wheelock Gymnasium, Seismic Retrofit project; and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Gregory W. Gray  
Chancellor

Prepared by: Tom Harris, Acting President, Riverside City College

Orin L. Williams, Associate Vice Chancellor  
Facilities Planning, Design and Construction

Michael J. Stephens, Capital Program Administrator  
Facilities Planning, Design and Construction

INSPECTOR SERVICES AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
INLAND INSPECTIONS & CONSULTING

This agreement is made and entered into this 17<sup>th</sup> day of August, 2010, between Riverside Community College District, hereinafter referred to as “DISTRICT”, and Inland Inspections & Consulting, hereinafter referred to as “INSPECTOR”, do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect, Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services.

(B) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

(1) General. The INSPECTOR shall act under the direction of the architect and/or registered engineer.

(2) Duties. The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) Continuous Inspection Requirement. The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Sections 17309 and 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect and/or registered engineer. All inconsistencies or seeming errors in the plans and

specifications shall be reported promptly to the architect and/or registered engineer for interpretation and instructions. In no case, however, shall the instruction of the architect and/or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File. The INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the architect for proper action. The inspector, as a condition of his employment, shall have, and maintain, on the job at all times, all codes and documents referred to in the plans and specifications.

(d) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect and/or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations.

(e) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT.

(f) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:

- (i) When work is started on the PROJECT.
- (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
- (iii) At least 48 hours in advance of the first pour of concrete.
- (iv) When work is suspended for a period of more than two weeks.

(g) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

- (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.



(ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

(iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT.

Audit. Inspector shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Inspector disagree with any audit conducted by District, Inspector shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Inspector shall not be reimbursed by District for such an audit.

In the event Inspector does not make available its books and financial records at the location where they are normally maintained, Inspector agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

(h) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect and/or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

(i) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

(j) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect and/or registered engineer, to the DISTRICT, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(k) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(i) Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(ii) Comprehensive general and auto liability insurance with limits of not less than \$250,000 for contract amounts less than or equal to \$10,000 and limits of not less than \$500,000 for contract amounts greater than \$10,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(iii) Each policy of insurance required in (ii) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such an event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(l) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of its interests herein without DISTRICT approval shall be void and of no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(m) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(n) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(C) Compensation. The DISTRICT agrees to pay the INSPECTOR \$86.00 Per hour for the renovation of the PROJECT and \$77.00 Per hour for the interim housing of the PROJECT, for a total not to exceed amount of \$185,040.00, for these services,

payable upon monthly billings submitted by the INSPECTOR. Such payments shall commence on August 18, 2010.

(D) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of the Wheelock Gymnasium, Seismic Retrofit project which has and will be referred to throughout this AGREEMENT as the "PROJECT(S)".

(E) Term of Contract.

(1) The term of this contract shall be from August 18, 2010 until one of the following occurs:

(a) The PROJECT or PROJECT(S) are completed;

(b) The PROJECT or PROJECT(S) are suspended or abandoned prior to completion as provided in Section (F) of this contract;

(c) Funding for the PROJECT is not received or denied by the State Allocation Board or Office of Public School Construction; or

(d) The DISTRICT decides that the INSPECTOR's performance under the contract is unsatisfactory as provided in Section (F) of this contract.

(F) Termination. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

(1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement costs shall be deducted from payments to the INSPECTOR.

(2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination

for convenience in accordance with Paragraph (F)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.

(3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days of written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.

(4) In the event of a dispute between parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

(2) Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

(3) Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT

property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section H and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(I) Nothing contained in this AGREEMENT shall create a contractual relationship with or cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(J) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(K) This AGREEMENT shall be governed by the laws of the State of California.

(L) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(M) The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:  
Inland Inspections & Consulting

DISTRICT:  
Riverside Community College

By: \_\_\_\_\_

By: \_\_\_\_\_

Robert E. Schumacher  
Director of Operations  
7338 Sycamore Canyon Blvd. Ste. 4  
Riverside, CA 92508

James L. Buysse, Vice Chancellor,  
Administration and Finance

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
RIVER CITY TESTING

THIS AGREEMENT is made and entered into on the 18<sup>th</sup> day of August, 2010, by and between RIVER CITY TESTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at the Riverside City College, Wheelock Gymnasium Seismic Retrofit project.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from August 18, 2010, to the estimated completion date of December 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$195,476 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning,

Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an



additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

River City Testing

Riverside Community College District

\_\_\_\_\_  
Robert E. Schumacher  
Director of Operations  
7338 Sycamore Canyon Blvd. Ste. 4  
Riverside, CA 92508

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

River City Testing services are based on a review of the DSA-approved plans, specifications, soils report, and schedule included therein. Services are based on the following assumptions:

1. Structural steel will be fabricated within the boundary constraints listed in Section 13.5 (page 133) of the General Conditions.
2. Concrete shear walls will be as shown on the drawings (cast-in-place) and not shotcrete.
3. Leak testing will be performed by River City Testing personnel using AAMA 501.2 single-nozzle hose testing, not by a consulting company. If an outside consulting company is used (Smith-Emery or Architectural Testing), it is estimated between \$3k to \$5k.
4. The Project Inspector will be able to perform at least 60% of the special inspection for epoxy anchors.
5. River City Testing can come to an agreement with the design team and DSA that a “batch and follow” procedure can be used in lieu of full-time batch plant inspection.
6. Reinforcing steel will be provided by a company inside the previously referenced boundary limits.

### Scope of Services:

#### Field

Soils Engineer (Salem Engineering Group)  
Soils Technician  
Special Inspector Batch Plant  
Special Inspector Concrete  
Special Inspector Epoxy Anchor  
Special Inspector Load Test  
Special Inspector Rebar Sample  
Special Inspector Visual Welding Field  
Special Inspector Visual Welding Shop  
NDE Field  
NDE Shop  
Floor Flatness/Levelness Testing  
Leak Testing  
Deliver Samples to Testing Lab  
Ground Rod Test

#### Lab

Soil Maximum Density Test  
Soil Corosivity Test  
Soil Resistivity Test  
Soil Sand Equivalent Test  
Soil Sieve Analysis Test  
Mix Design Review  
Concrete Compression Test (70 sets of 4)  
Rebar Bend Test  
Rebar Tensile Test:  
High Strength Bolt/Nut/Washer Test (8 sets of 3)  
Anchor Rod F1554 Test  
Machine Anchor Rod F1554 Samples  
Nelson Stud Tensile Test  
Ground Rod Test  
One Final Grading Report & DSA  
One DSA Final Laboratory Affidavit DSA

\*If hold sample does not require testing we will only charge \$8.00 per hold sample disposal fee.

### WORK HOURS:

Normal hours: 8 hours Monday-Friday, excluding any Holiday; Overtime hours: First 4 overtime hours Monday-Friday, excluding any Holiday; 1½ x hourly rate: First 12 hours on Saturday, excluding any Holiday; Double-time hours: All hours over 12 on Monday-Saturday; 2 x hourly rate: All hours on Sunday or Holiday.